



**City Commission Meeting
SUPPLEMENTAL MATERIAL 2**

**City Hall, Commission Chambers, 3rd Floor, 1700 Convention Center Drive
September 2, 2015**

Mayor Philip Levine
Vice-Mayor Edward L. Tobin
Commissioner Michael Grieco
Commissioner Joy Malakoff
Commissioner Micky Steinberg
Commissioner Deede Weithorn
Commissioner Jonah Wolfson

City Manager Jimmy L. Morales
City Attorney Raul J. Aguila
City Clerk Rafael E. Granado

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ATTENTION ALL LOBBYISTS

Chapter 2, Article VII, Division 3 of the City Code of Miami Beach entitled "Lobbyists" requires the registration of all lobbyists with the City Clerk prior to engaging in any lobbying activity with the City Commission, any City Board or Committee, or any personnel as defined in the subject Code sections. Copies of the City Code sections on lobbyists laws are available in the City Clerk's office. Questions regarding the provisions of the Ordinance should be directed to the Office of the City Attorney.

SUPPLEMENTAL AGENDA

R2 - Competitive Bid Reports

- R2A Request For Approval To Authorize The Issuance Of A Request For Proposals (RFP) For The Collection And Disposal Of Residential Solid Waste, Yard Trash And Bulk Waste And The Operation Of The City's Green Waste Facility.
(Procurement/Public Works)
(Memorandum)

R5 - Ordinances

- R5H An Ordinance Amending Chapter 18 Of The Miami Beach City Code, Entitled "Businesses," By Amending Article VIII, Entitled "Parking Lot," By Amending Division I, Entitled "Generally," By Amending Section 18-310, Entitled, "Requirements For Issuance Of License," By Requiring A Notarized Letter Before Issuance Of Valet Parking License; By Deleting Section 18-311, Entitled, "Employers And Valet Operators Code Of Conduct," And Creating A New Section 18-311, Entitled "Operation Of Service," By Removing Language That Allowed The Leasing Of Municipal Spaces; By Removing Section 18-312, Entitled, "Operation Of Service;" By Deleting Section 18-313, Entitled, "Special Event Permit;" By Deleting Section 18-314, Entitled, "Enforcement, Fine Schedule, And Right Of Appeal;" By Deleting Section 18-315, Entitled, "Compliance Date;" By Amending Division 2, Entitled, "Valet Parking Permits For Use Of Public Property," By Amending Section 18-336, Entitled, "Separate Permit Required," Authorizing Consolidation Of Valet Parking Ramps And Identifying The Types Of Uses For Space Rental Valet Parking; By Amending Section 18-337, Entitled, "Requirements," Which Establishes Submission Standards For A Valet Parking Operational Plan; By Deleting Section 18-339, Entitled, "Cancellation And Revocation;" And Creating A New Section 18-339, Entitled, "Private Storage Of Valet Vehicles," Which Requires The Parking Director To Confirm Sufficient Rental Storage Capacity; By Creating A New Section 18-340, Entitled, "Employees And Valet Operators Code Of Conduct" That Establishes The Code Of Conduct Standards For Valet Operators And Their Employees; By Creating A New Section 18-341, Entitled, "Operation Of Service," Which Requires The Identification Of Rented Spaces, Ramping, On-Call Valet Ramps, Storage And Valet Parking Street Furniture; By Creating A New Section 18-342, Entitled, "Exceptions," That Permits Valet Service In Residential Zoned Areas; By Creating A New Section 18-343, Entitled, "Penalties And Enforcement, Fine Schedule, Right Of Appeal," And Further Amending Division 3, Entitled, "Rentals," By Amending Section 18-361, Entitled, "Rental And Operation Of Municipal Parking Spaces," Which Modifies The Permissible Operations Of Public Spaces For Ramping; And The Deletion Of Section 18-362, Entitled, "Rental Of Additional Parking For Storage Of Vehicles," Providing For Repealer, Severability, Codification, And An Effective Date. **10:35 a.m. Second Reading Public Hearing**

(Sponsored by Commissioner Michael Grieco)

(Legislative Tracking: Parking)

(First Reading on July 8, 2015 - R5Q)

(Ordinance)

R7 - Resolutions

- R7I Approve Accessible Beach, Outdoor Recreation & Playground Facility at Allison Park
1. A Resolution Approving, In Concept, An Accessible Beach And An Accessible Outdoor Recreation And Playground Facility At Allison Park.
(Sponsored by Commissioner Joy Malakoff)
(Legislative Tracking: Capital Improvement Projects)
 2. Discussion Relating To The Location And Possible Concepts For A New Wellness Center At Allison Park.
(Sponsored by Commissioner Joy Malakoff)
(Legislative Tracking: Capital Improvement Projects)
(Revised Memorandum)

- R7N A Resolution Accepting The Recommendation Of The City Manager Pertaining To The Ranking Of Firms, Pursuant To Request For Proposals (RFP) No. 2015-135-WG For Parking Meter Collection Services, And Authorizing The Administration To Enter Into Negotiations With The Top-Ranked Proposer, LAZ Florida Parking, LLC.; Should The Administration Not Be Successful In Negotiating An Agreement With LAZ Florida Parking, LLC., Authorizing The Administration To Issue A New RFP; And Further Authorizing The Mayor And City Clerk To Execute An Agreement Upon Conclusion Of Successful Negotiations By The Administration.

(Procurement/Parking)

(Updated Memorandum & Resolution)

- R7P A Resolution Approving And Authorizing Amendment No. 1 To The Development Agreement Between The City And Jameck Development, Inc. (Jameck Or Developer), Dated July 23, 2014, For The Design, Development, And Construction Of Certain Streetscape Improvement In The City's Right Of Way, At The Portion Of Euclid Avenue Between Lincoln Road And Lincoln Lane South (The Project); Said Amendment Increasing The Budgeted Cost Of The Project To A Guaranteed Maximum Price (GMP) Of \$786,200, Due To Construction Cost Increases, But Without Changing The City's Financial Contribution To The Project (In The Original Approved Amount Of \$485,820); And Requiring The Developer To Pay For Any Project Costs Exceeding The City's Contribution.

(Public Works)

(Revised Exhibit "F")

- R7S Approve Amended And Restated Booking Policy Guidelines For MBCC And Establish Art Basel As A Marquee Event

1. A Resolution Approving And Accepting The Recommendation Of The Finance And Citywide Projects Committee, And Approving The Amended And Restated Booking Policy Guidelines For The Miami Beach Convention Center; And Further Repealing All Prior Booking Policies For The Miami Beach Convention Center Approved By The City Commission And As Set Forth In Resolution Nos. 98-22759, 99-23168, 99-23240, And 2001-24394 In Their Entirety.

(Tourism, Culture & Economic Development)

(Resolution)

2. A Resolution Establishing Art Basel In Miami Beach As A Marquee Event Pursuant To The Miami Beach Convention Center Amended And Restated Booking Policy Guidelines.

(Tourism, Culture & Economic Development)

(Resolution)

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Condensed Title:

Request For Approval To Issue A Request For Proposals (RFP) For The Collection And Disposal Of Residential Solid Waste, Yard Trash And Bulk Waste And The Operation Of The City's Green Waste Facility.

Key Intended Outcome Supported:

Improve Cleanliness In High Traffic Residential And Pedestrian Areas, Including Maximizing Deployment Of Trash Cans On Every Corner

Supporting Data (Surveys, Environmental Scan, etc.):

N/A

Item Summary/Recommendation:

The City of Miami Beach is requesting proposals from qualified providers of solid waste collection services. The Contractor shall collect and dispose of all residential solid waste and yard trash for all single-family homes, multiple dwelling buildings of eight (8) or fewer units under common ownership as identified by the list that will be provided by the City.

The Scope of Services addresses schedules, frequency, specific functions of the contractor, equipment, response time, special events, and customer service. The total average residential account being serviced monthly is approximately 6,750 with approximately 1,000 tons of residential solid waste and yard trash and bulk waste being collected per month. The RFP will form the basis for the selection of vendor(s) and the negotiations of a multi-year contract.

RECOMMENDATION

To seek proposals from interested parties, the Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida authorize the issuance of RFP 2015-258-LR for the Collection and Disposal of Residential Solid Waste, Yard Trash and Bulk Waste and the Operation of the City's Green Waste Facility

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:	Amount	Account	Approved
1			
IT	Total		
Financial Impact Summary:			

City Clerk's Office Legislative Tracking:

Alex Denis, Alberto Zamora

Sign-Offs:

Department Director	Assistant City Manager	City Manager
AD  AZ	MT  EC 	JLM 

T:\AGENDA\2015\September 2\Procurement\RFP 2015-258-LR Collection and Disposal of Residential Solid Waste Yard Trash and Bulk Waste and the Operation of the City's Green Waste Facility - ISSUANCE SUMMARY.doc



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: September 2, 2015

SUBJECT: **REQUEST FOR APPROVAL TO AUTHORIZE THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR THE COLLECTION AND DISPOSAL OF RESIDENTIAL SOLID WASTE, YARD TRASH AND BULK WASTE AND THE OPERATION OF THE CITY'S GREEN WASTE FACILITY.**

ADMINISTRATION RECOMMENDATION

Authorize the issuance of the RFP.

KEY INTENDED OUTCOME

Improve Cleanliness In High Traffic Residential And Pedestrian Areas, Including Maximizing Deployment Of Trash Cans On Every Corner.

BACKGROUND

The City of Miami Beach is requesting proposals from qualified providers of solid waste collection services. The Contractor shall collect and dispose of all residential solid waste and yard trash for all single-family homes, multiple dwelling buildings of eight (8) or fewer units under common ownership as identified by the list that will be provided by the City.

The Scope of Services addresses schedules, frequency, specific functions of the contractor, equipment, response time, special events, and customer service. The total average residential account being serviced monthly is approximately 6,750 with approximately 1,000 tons of residential solid waste and yard trash and bulk waste being collected per month. The RFP will form the basis for the selection of vendor(s) and the negotiations of a multi-year contract.

- **MINIMUM QUALIFICATIONS.** Please Reference, Appendix C, RFP 2015-258-LR for the Collection and Disposal of Residential Solid Waste, Yard Trash and Bulk Waste and the Operation of the City's Green Waste Facility (attached).
- **SUBMITTAL REQUIREMENTS.** Please Reference Section 0300, RFP 2015-258-LR for the Collection and Disposal of Residential Solid Waste, Yard Trash and Bulk Waste and the Operation of the City's Green Waste Facility (attached).
- **CRITERIA FOR EVALUATION.** Please Reference Section 0400, RFP 2015-258-LR for the Collection and Disposal of Residential Solid Waste, Yard Trash and Bulk Waste and the Operation of the City's Green Waste Facility (attached).

CONCLUSION

The Administration recommends that the Mayor and Commission authorize the issuance of RFP 2015-258-LR for the Collection and Disposal of Residential Solid Waste, Yard Trash and Bulk Waste and the Operation of the City's Green Waste Facility.

ATTACHMENTS

Attachment A: RFP 2015-258-LR for the Collection and Disposal of Residential Solid Waste, Yard Trash and Bulk Waste and the Operation of the City's Green Waste Facility.

JLM / EC / MT / AZ / AD

REQUEST FOR PROPOSALS (RFP)

FOR THE COLLECTION AND DISPOSAL OF RESIDENTIAL SOLID WASTE, YARD TRASH AND BULK WASTE AND THE OPERATION OF THE CITY'S GREEN WASTE FACILITY

2015-258-LR

RFP ISSUANCE DATE: SEPTEMBER 4, 2015

PROPOSALS DUE: OCTOBER 12, 2015 @ 3:00 PM

ISSUED BY: Lourdes Rodriguez



MIAMIBEACH

Lourdes Rodriguez, Sr. Procurement Specialist

DEPARTMENT OF PROCUREMENT MANAGEMENT

1700 Convention Center Drive, Miami Beach, FL 33139

305.673.7000 x 6652 | Fax: 786.394.4075 | www.miamibeachfl.gov

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SECTION 0200**INSTRUCTIONS TO RESPONDENTS & GENERAL CONDITIONS**

1. GENERAL. This Request for Proposals (RFP) is issued by the City of Miami Beach, Florida (the "City"), as the means for prospective Proposers to submit their qualifications, proposed scopes of work and cost proposals (the "proposal") to the City for the City's consideration as an option in achieving the required scope of services and requirements as noted herein. All documents released in connection with this solicitation, including all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation, and are complementary to one another and together establish the complete terms, conditions and obligations of the Proposers and, subsequently, the successful Proposer(s) (the "contractor[s]") if this RFP results in an award.

The City utilizes **PublicPurchase** (www.publicpurchase.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this RFP. Any prospective Proposer who has received this RFP by any means other than through **PublicPurchase** must register immediately with **PublicPurchase** to assure it receives any addendum issued to this RFP. **Failure to receive an addendum may result in disqualification of proposal submitted.**

2. PURPOSE.

The purpose of this RFP is to establish a contract, by means of sealed proposals, for a qualified provider of solid waste collection services. The Contractor shall collect and dispose of all residential solid waste and yard trash for all single-family homes, multiple dwelling buildings of eight (8) or fewer units under common ownership as identified by the list that will be provided by the City.

The Scope of Services addresses schedules, frequency, specific functions of the contractor, equipment, response time, special events, and customer service. The total average residential account being serviced monthly is approximately 6,750 with approximately 1,000 tons of residential solid waste and yard trash and bulk waste being collected per month. The RFP will form the basis for the selection of vendor(s) and the negotiations of a multi-year contract.

3. ANTICIPATED RFP TIMETABLE. The tentative schedule for this solicitation is as follows:

RFP Issued	September 4, 2015
Pre-Proposal Meeting	September 15, 2015 at 10:00 a.m.
Deadline for Receipt of Questions	October 12, 2015 by 5:00 p.m.
Responses Due	October 22, 2015 at 3:00 p.m.
Evaluation Committee Review	TBD
Proposer Presentations	TBD
Tentative Commission Approval Authorizing Negotiations	TBD
Contract Negotiations	Following Commission Approval

4. PROCUREMENT CONTACT. Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact noted below:

Procurement Contact:
Lourdes Rodriguez

Telephone:
305.673.7000 x 6652

Email:
lourdesrodriguez@miamibeachfl.gov

Additionally, the City Clerk is to be copied on all communications via e-mail at: RafaelGranado@miamibeachfl.gov; or via facsimile: 786-394-4188.

The Bid title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than ten (10) calendar days prior to the date proposals are due as scheduled in Section 0200-3. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.

5. PRE-PROPOSAL MEETING OR SITE VISIT(S). Only if deemed necessary by the City, a pre-proposal meeting or site visit(s) may be scheduled.

A Pre-PROPOSAL conference will be held as scheduled in Anticipated RFP Timetable section above at the following address:

**City of Miami Beach
Procurement Department
Conference Room
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139**

Attendance (in person or via telephone) is encouraged and recommended as a source of information, but is not mandatory. Proposers interested in participating in the Pre-Proposal Submission Meeting via telephone must follow these steps:

- (1) Dial the TELEPHONE NUMBER: 1- 888-270-9936 (Toll-free North America)
- (2) Enter the MEETING NUMBER: 5804578

Proposers who are interested in participating via telephone should send an e-mail to the contact person listed in this RFP expressing their intent to participate via telephone.

6. PRE-PROPOSAL INTERPRETATIONS. Oral information or responses to questions received by prospective Proposers are not binding on the City and will be without legal effect, including any information received at pre-submittal meeting or site visit(s). The City by means of Addenda will issue interpretations or written addenda clarifications considered necessary by the City in response to questions. Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addendum will be released through *PublicPurchase*. Any prospective proposer who has received this RFP by any means other than through *PublicPurchase* must register immediately with *PublicPurchase* to assure it receives any addendum issued to this RFP. Failure to receive an addendum may result in disqualification of proposal. Written questions should be received no later than the date outlined in the **Anticipated RFP Timetable** section.

7. CONE OF SILENCE. This RFP is subject to, and all proposers are expected to be or become familiar with, the City's Cone of Silence Requirements, as codified in Section 2-486 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Cone of Silence are complied with, and shall be subject to any and all sanctions, as prescribed therein, including rendering their response voidable, in the event of such non-compliance. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov

8. SPECIAL NOTICES. You are hereby advised that this solicitation is subject to the following ordinances/resolutions, which may be found on the City Of Miami Beach website: <http://web.miamibeachfl.gov/procurement/scroll.aspx?id=23510>

- | | |
|--|--|
| • CONE OF SILENCE..... | CITY CODE SECTION 2-486 |
| • PROTEST PROCEDURES..... | CITY CODE SECTION 2-371 |
| • DEBARMENT PROCEEDINGS..... | CITY CODE SECTIONS 2-397 THROUGH 2-485.3 |
| • LOBBYIST REGISTRATION AND DISCLOSURE OF FEES..... | CITY CODE SECTIONS 2-481 THROUGH 2-406 |
| • CAMPAIGN CONTRIBUTIONS BY VENDORS..... | CITY CODE SECTION 2-487 |
| • CAMPAIGN CONTRIBUTIONS BY LOBBYISTS ON PROCUREMENT ISSUES..... | CITY CODE SECTION 2-488 |
| • REQUIREMENT FOR CITY CONTRACTORS TO PROVIDE EQUAL BENEFITS FOR DOMESTIC PARTNERS..... | CITY CODE SECTION 2-373 |
| • LIVING WAGE REQUIREMENT..... | CITY CODE SECTIONS 2-407 THROUGH 2-410 |
| • PREFERENCE FOR FLORIDA SMALL BUSINESSES OWNED AND CONTROLLED BY VETERANS AND TO STATE-CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES..... | CITY CODE SECTION 2-374 |
| • FALSE CLAIMS ORDINANCE..... | CITY CODE SECTION 70-300 |
| • ACCEPTANCE OF GIFTS, FAVORS & SERVICES..... | CITY CODE SECTION 2-449 |

9. PUBLIC ENTITY CRIME. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

10. COMPLAINE WITH THE CITY'S LOBBYIST LAWS. This RFP is subject to, and all Proposers are expected to be or become familiar with, all City lobbyist laws. Proposers shall be solely responsible for ensuring that all City lobbyist laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including, without limitation, disqualification of their responses, in the event of such non-compliance.

11. DEBARMENT ORDINANCE: This RFP is subject to, and all proposers are expected to be or become familiar with, the City's Debarment Ordinance as codified in Sections 2-397 through 2-406 of the City Code.

12. WITH THE CITY'S CAMPAIGN FINANCE REFORM LAWS. This RFP is subject to, and all Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their responses, in the event of such non-compliance.

13. CODE OF BUSINESS ETHICS. Pursuant to City Resolution No.2000-23879, the Proposer shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Division with its response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

14. AMERICAN WITH DISABILITIES ACT (ADA). Call 305-673-7490 to request material in accessible format; sign language interpreters (five (5) days in advance when possible), or information on access for persons with disabilities. For more information on ADA compliance, please call the Public Works Department, at 305-673- 7000, Extension 2984.

15. POSTPONEMENT OF DUE DATE FOR RECEIPT OF PROPOSALS. The City reserves the right to postpone the deadline for submittal of proposals and will make a reasonable effort to give at least three (3) calendar days written notice of any such postponement to all prospective Proposers through *PublicPurchase*.

16. PROTESTS. Proposers that are not selected may protest any recommendation for selection of award in accordance with eh proceedings established pursuant to the City's bid protest procedures, as codified in Sections 2-370 and 2-371 of the City Code (the City's Bid Protest Ordinance). Protest not timely made pursuant to the requirements of the City's Bid Protest Ordinance shall be barred.

17. MIAMI BEACH-BASED VENDORS PREFERENCE. Pursuant to City of Miami Beach Ordinance No. 2011-3747, a five (5) point preference will be given to a responsive and responsible Miami Beach-based Proposer.

18. VETERAN BUSINESS ENTERPRISES PREFERENCE. Pursuant to City Code Section 2-374, the City shall give a preference to a responsive and responsible Proposer which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise, and which is within five percent (5%) of the lowest responsive, responsible proposer, by providing such proposer an opportunity of providing said goods or contractual services for the lowest responsive proposal amount (or in this RFP, the highest proposal amount). Whenever, as a result of the foregoing preference, the adjusted prices of two (2) or more proposers which are a small business concern owned and controlled by a veteran(s) or a service-disabled veteran business enterprise constitute the lowest proposal pursuant to an RFP or oral or written request for quotation, and such proposals are responsive, responsible and otherwise equal with respect to quality and service, then the award shall be made to the service-disabled veteran business enterprise.

19. DETERMINATION OF AWARD. The final ranking results of Step 1 & 2 outlined in Section 0400, Evaluation of Proposals, will be considered by the City Manager who may recommend to the City Commission the Proposer(s) s/he deems to be in the best interest of the City or may recommend rejection of all proposals. The City Manager's recommendation need not be consistent with the scoring results identified herein and takes into consideration Miami Beach City Code Section 2-369, including the following considerations:

- (1) The ability, capacity and skill of the Proposer to perform the contract.
- (2) Whether the Proposer can perform the contract within the time specified, without delay or interference.
- (3) The character, integrity, reputation, judgment, experience and efficiency of the Proposer.
- (4) The quality of performance of previous contracts.
- (5) The previous and existing compliance by the Proposer with laws and ordinances relating to the contract.

The City Commission shall consider the City Manager's recommendation and may approve such recommendation. The City Commission may also, at its option, reject the City Manager's recommendation and select another Proposal or Proposals which it deems to be in the best interest of the City, or it may also reject all Proposals.

20. NEGOTIATIONS. Following selection, the City reserves the right to enter into further negotiations with the selected Proposer. Notwithstanding the preceding, the City is in no way obligated to enter into a contract with the selected Proposer in the event the parties are unable to negotiate a contract. It is also understood and acknowledged by Proposers that no property, contract or legal rights of any kind shall be created at any time until and unless an Agreement has been agreed to; approved by the City; and executed by the parties.

21. Postponement/Cancellation/Acceptance/Rejection. The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, responses; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP, or in any responses received as a result of this RFP. Reasonable efforts will be made to either award the proposer the contract or reject all proposals within one-hundred twenty (120) calendar days after proposal opening date. A proposer may withdraw its proposal after expiration of one hundred twenty (120) calendar days from the date of proposal opening by delivering written notice of withdrawal to the Department of Procurement Management prior to award of the contract by the City Commission.

22. PROPOSER'S RESPONSIBILITY. Before submitting a response, each Proposer shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

23. COSTS INCURRED BY PROPOSERS. All expenses involved with the preparation and submission of Proposals, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer, and shall not be reimbursed by the City.

24. RELATIONSHIP TO THE CITY. It is the intent of the City, and Proposers hereby acknowledge and agree, that the successful Proposer is considered to be an independent contractor, and that neither the Proposer, nor the Proposer's employees, agents, and/or contractors, shall, under any circumstances, be considered employees or agents of the City.

24. OCCUPATIONAL HEALTH AND SAFETY. In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this proposal must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer.

25. ENVIRONMENTAL REGULATIONS. The City reserves the right to consider a proposer's history of citations and/or violations of environmental regulations in investigating a proposer's responsibility, and further reserves the right to declare a proposer not responsible if the history of violations warrant such determination in the opinion of the City. Proposer shall submit with its proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify the City immediately of notice of any citation or violation which proposer may receive after the proposal opening date and during the time of performance of any contract awarded to it.



26. TAXES. The City of Miami Beach is exempt from all Federal Excise and State taxes.

27. MISTAKES. Proposers are expected to examine the terms, conditions, specifications, delivery schedules, proposed pricing, and all instructions pertaining to the goods and services relative to this RFP. Failure to do so will be at the Proposer's risk and may result in the Proposal being non-responsive.

28. PAYMENT. Payment will be made by the City after the goods or services have been received, inspected, and found to comply with contract, specifications, free of damage or defect, and are properly invoiced. Invoices must be consistent with Purchase Order format.

29. COPYRIGHT, PATENTS & ROYALTIES. Proposer shall indemnify and save harmless the City of Miami Beach, Florida, and its officers, employees, contractors, and/or agents, from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Miami Beach, Florida. If the Proposer uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

30. DEFAULT: Failure or refusal of the selected Proposer to execute a contract following approval of such contract by the City Commission, or untimely withdrawal of a response before such award is made and approved, may result in a claim for damages by the City and may be grounds for removing the Proposer from the City's vendor list.

31. MANNER OF PERFORMANCE. Proposer agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes. Lack of knowledge or ignorance by the Proposer with/of applicable laws will in no way be a cause for relief from responsibility. Proposer agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish to the City any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Proposer further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of this contract.

Where contractor is required to enter or go on to City of Miami Beach property to deliver materials or perform work or services as a result of any contract resulting from this solicitation, the contractor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance, and assure all work complies with all applicable laws. The contractor shall be liable for any damages or loss to the City occasioned by negligence of the Proposer, or its officers, employees, contractors, and/or agents, for failure to comply with applicable laws.

32. SPECIAL CONDITIONS. Any and all Special Conditions that may vary from these General Terms and Conditions shall have precedence.

33. NON-DISCRIMINATION. The Proposer certifies that it is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. In accordance with the City's Human Rights Ordinance, codified in Chapter 62 of the City Code, Proposer shall prohibit (and cause hotel operator to prohibit) discrimination by reason of race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, and age or disability in the sale, lease, use or occupancy of the Hotel Project or any portion thereof.

34. DEMONSTRATION OF COMPETENCY. The city may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience) in making an award that is in the best interest of the City, including:

- A. Pre-award inspection of the Proposer's facility may be made prior to the award of contract.
- B. Proposals will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this solicitation.
- C. Proposers must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial capacity, equipment, and organization to ensure that they can satisfactorily perform the services if awarded a contract under the terms and conditions of this solicitation.
- D. The terms "equipment and organization", as used herein shall, be construed to mean a fully equipped and well established company in line with the best business practices in the industry, and as determined by the City of Miami Beach.
- E. The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience), in making an award that is in the best interest of the City.
- F. The City may require Proposer s to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supply to the City.

35. ASSIGNMENT. The successful Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract, to any person, company or corporation, without the prior written consent of the City.

36. LAWS, PERMITS AND REGULATIONS. The Proposer shall obtain and pay for all licenses, permits, and inspection fees required to complete the work and shall comply with all applicable laws.

37. OPTIONAL CONTRACT USAGE. When the successful Proposer (s) is in agreement, other units of government or non-profit agencies may participate in purchases pursuant to the award of this contract at the option of the unit of government or non-profit agency.

38. VOLUME OF WORK TO BE RECEIVED BY CONTRACTOR. It is the intent of the City to purchase the goods and services specifically listed in this solicitation from the contractor. However, the City reserves the right to purchase any goods or services awarded from state or other governmental contract, or on an as-needed basis through the City's spot market purchase provisions.

39. DISPUTES. In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

- A. Any contract or agreement resulting from the award of this solicitation; then
- B. Addendum issued for this solicitation, with the latest Addendum taking precedence; then
- C. The solicitation; then
- D. The Proposer's proposal in response to the solicitation.

40. INDEMNIFICATION. The Proposer shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or subcontractors. The contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Proposer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this Agreement.

41. CONTRACT EXTENSION. The City reserves the right to require the Contractor to extend contract past the stated termination date for a period of up to 120 days in the event that a subsequent contract has not yet been awarded. Additional extensions past the 120 days may occur as needed by the City and as mutually agreed upon by the City and the contractor.

42. FLORIDA PUBLIC RECORDS LAW. Proposers are hereby notified that all Bid including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) days after opening of the proposals, whichever is earlier. Additionally, Contractor agrees to be in full compliance with Florida Statute 119.0701 including, but not limited to, agreement to (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

43. OBSERVANCE OF LAWS. Proposers are expected to be familiar with, and comply with, all Federal, State, County, and City laws, ordinances, codes, rules and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, may affect the scope of services and/or project contemplated by this RFP (including, without limitation, the Americans with Disabilities Act, Title VII of the Civil Rights Act, the EEOC Uniform Guidelines, and all EEO regulations and guidelines). Ignorance of the law(s) on the part of the Proposer will in no way relieve it from responsibility for compliance.

44. CONFLICT OF INTEREST. All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

45. MODIFICATION/WITHDRAWALS OF PROPOSALS. A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal up until the Proposal due date and time. Modifications received after the Proposal due date and time will not be considered. Proposals shall be irrevocable until contract award unless withdrawn in writing prior to the Proposal due date, or after expiration of **120** calendar days from the opening of Proposals without a contract award. Letters of withdrawal received after the Proposal due date and before said expiration date, and letters of withdrawal received after contract award will not be considered.

47. EXCEPTIONS TO RFP. Proposers must clearly indicate any exceptions they wish to take to any of the terms in this RFP, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The City, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the City shall require the Proposer to comply with the particular term and/or condition of the RFP to which Proposer took exception to (as said term and/or condition was originally set forth on the RFP).

48. ACCEPTANCE OF GIFTS, FAVORS, SERVICES. Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this Proposal. Pursuant to Sec. 2-449 of the City Code, no officer or employee of the City shall accept any gift, favor or service that might reasonably tend improperly to influence him in the discharge of his official duties.

49. SUPPLEMENTAL INFORMATION. City reserves the right to request supplemental information from Proposers at any time during the RFP solicitation process, unless otherwise noted herein.

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SECTION 0300
PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT

1. SEALED RESPONSES. One original Proposal (preferably in 3-ring binder) must be submitted in an opaque, sealed envelope or container on or before the due date established for the receipt of proposals. Additionally, ten (10) bound copies and one (1) electronic format (CD or USB format) are to be submitted. The following information should be clearly marked on the face of the envelope or container in which the proposal is submitted: solicitation number, solicitation title, Proposer name, Proposer return address. Proposals received electronically, either through email or facsimile, are not acceptable and will be rejected.

2. LATE BIDS. Bid Proposals are to be received on or before the due date established herein for the receipt of Bids. **Any Bid received after the deadline established for receipt of proposals will be considered late and not be accepted or will be returned to Proposer unopened.** The City does not accept responsibility for any delays, natural or otherwise.

3. PROPOSAL FORMAT. In order to maintain comparability, facilitate the review process and assist the Evaluation Committee in review of proposals, it is strongly recommended that proposals be organized and tabbed in accordance with the sections and manner specified below. Hard copy submittal should be tabbed as enumerated below and contain a table of contents with page references. Electronic copies should also be tabbed and contain a table of contents with page references. Proposals that do not include the required information will be deemed non-responsive and will not be considered.

TAB 1	Cover Letter & Minimum Qualifications Requirements
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1.1 Cover Letter and Table of Contents. The cover letter must indicate Proposer and Proposer Primary Contact for the purposes of this solicitation.

1.2 Proposal Certification, Questionnaire & Requirements Affidavit (Appendix A). Attach Appendix A fully completed and executed.

1.3 Minimum Qualifications Requirements. Submit verifiable information documenting compliance with the minimum qualifications requirements established in Appendix C, Minimum Requirements and Specifications.

TAB 2	Experience & Qualifications
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2.1 Qualifications of Proposing Firm. Submit detailed information regarding the firm's history and relevant experience and proven track record of providing the scope of services similar as identified in this solicitation, including experience in providing similar scope of services to public sector agencies. For each project that the Proposer submits as evidence of similar experience, the following is required: project description, agency name, agency contact, contact telephone & email, and year(s) and term of engagement.

2.2 Qualifications of Proposer Team. Provide an organizational chart of all personnel and consultants to be used for this project if awarded, the role that each team member will play in providing the services detailed herein and each team members' qualifications. A resume of each individual, including education, experience, and any other pertinent information, shall be included for each Proposal team member to be assigned to this contract.

2.3 Financial Capacity. Each Proposer shall arrange for Dun & Bradstreet to submit a Supplier Qualification Report (SQR) directly to the Procurement Contact named herein. No proposal will be considered without receipt, by the City, of the SQR directly from Dun & Bradstreet. The cost of the preparation of the SQR shall be the responsibility of the Proposer. The Proposer shall request the SQR report from D&B at:

<https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696>

Proposers are responsible for the accuracy of the information contained in its SQR. It is highly recommended that each Proposer review the information contained in its SQR for accuracy prior to submittal to the City and as early as possible in the solicitation process. For assistance with any portion of the SQR submittal process, contact Dun & Bradstreet at 800-424-2495.



TAB 3	Scope of Services Proposed
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Submit detailed information addressing how Proposer will achieve each portion of the scope of services and technical requirements outlined in Appendix C, Minimum Requirements and Specifications.

Responses shall be in sufficient detail and include supporting documentation, as applicable, which will allow the Evaluation Committee to complete a fully review and score the proposed scope of services.

TAB 4	Approach and Methodology
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Submit detailed information on how Proposer plans to accomplish the required scope of services, including detailed information, as applicable, which addresses, but need not be limited to: implementation plan, project timeline, phasing options, testing and risk mitigation options for assuring project is implemented on time and within budget.

TAB 5	Cost Proposal
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Submit a completed Cost Proposal Form (Appendix E).

Note: After proposal submittal, the City reserves the right to require additional information from Proposers (or Proposer team members or sub-consultants) to determine: qualifications (including, but not limited to, litigation history, regulatory action, or additional references); and financial capability (including, but not limited to, annual reviewed/audited financial statements with the auditors notes for each of their last two complete fiscal years).

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SECTION 0400
PROPOSAL EVALUATION

1. Evaluation Committee. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Proposal in accordance with the requirements set forth in the solicitation. If further information is desired, Proposers may be requested to make additional written submissions of a clarifying nature or oral presentations to the Evaluation Committee. The evaluation of proposals will proceed in a two-step process as noted below. It is important to note that the Evaluation Committee will score the qualitative portions of the proposals only. The Evaluation Committee does not make an award recommendation to the City Manager. The results of Step 1 & Step 2 Evaluations will be forwarded to the City Manager who will utilize the results to make a recommendation to the City Commission. In the event that only one responsive proposal is received, the City Manager, after determination that the sole responsive proposal materially meets the requirements of the RFP, may, without an evaluation committee, recommend to the City Commission that the Administration enter into negotiations.

2. Step 1 Evaluation. The first step will consist of the qualitative criteria listed below to be considered by the Evaluation Committee. The second step will consist of quantitative criteria established below to be added to the Evaluation Committee results by the Department of Procurement Management. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Proposal in accordance with the qualifications criteria established below for Step 1, Qualitative Criteria. In doing so, the Evaluation Committee may review and score all proposals received, with or without conducting interview sessions.

Step 1 - Qualitative Criteria	Maximum Points
Proposer Experience and Qualifications, including Financial Capability	30
Public Benefit	10
Approach and Methodology	30
TOTAL AVAILABLE STEP 1 POINTS	70

3. Step 2 Evaluation. Following the results of Step 1 Evaluation of qualitative criteria, the Proposers may receive additional quantitative criteria points to be added by the Department of Procurement Management to those points earned in Step 1, as follows.

Step 2 - Quantitative Criteria	
Cost Proposal	30
Veterans Preference	5
TOTAL AVAILABLE STEP 2 POINTS	35

4. Cost Proposal Evaluation. The cost proposal points shall be developed in accordance with the following formula:

Sample Objective Formula for Cost				
Vendor	Vendor Cost Proposal	Example Maximum Allowable Points (Points noted are for illustrative purposes only. Actual points are noted above.)	Formula for Calculating Points (lowest cost / cost of proposal being evaluated X maximum allowable points = awarded points) Round to	Total Points Awarded
Vendor A	\$100.00	20	$\$100 / \$100 \times 20 = 20$	20
Vendor B	\$150.00	20	$\$100 / \$150 \times 20 = 13$	13
Vendor C	\$200.00	20	$\$100 / \$200 \times 20 = 10$	10

5. Determination of Final Ranking. At the conclusion of the Evaluation Committee Step 1 scoring, Step 2 Points will be added to each evaluation committee member's scores by the Department of Procurement Management. Step 1 and 2 scores will be converted to rankings in accordance with the example below:

		Proposer A	Proposer B	Proposer C
Committee Member 1	Step 1 Points	82	76	80
	Step 2 Points	22	15	12
	Total	104	91	92
	Rank	1	3	2
Committee Member 2	Step 1 Points	79	85	72
	Step 2 Points	22	15	12
	Total	101	100	84
	Rank	1	2	3
Committee Member 2	Step 1 Points	80	74	66
	Step 2 Points	22	15	12
	Total	102	89	78
	Rank	1	2	3
Low Aggregate Score		3	7	8
Final Ranking*		1	2	3

* Final Ranking is presented to the City Manager for further due diligence and recommendation to the City Commission. Final Ranking does not constitute an award recommendation until such time as the City Manager has made his recommendation to the City Commission, which may be different than final ranking results.

APPENDIX A



MIAMI BEACH

Proposal Certification, Questionnaire & Requirements Affidavit

RFP 2015-258-LR

Collection and Disposal of Residential Solid Waste, Yard
Trash and Bulk Waste and the Operation of the City's
Green Waste Facility

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

Solicitation No: Lourdes Rodriguez	Solicitation Title: Collection and Disposal of Residential Solid Waste, Yard Trash and Bulk Waste and the Operation of the City's Green Waste Facility	
Procurement Contact: Lourdes Rodriguez	Tel: 305.673.7000 x 6652	Email: lourdesrodriguez@miamibeachfl.gov

PROPOSAL CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

Purpose: The purpose of this Proposal Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposers of certain solicitation and contractual requirements, and to collect necessary information from Proposers in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. **This Proposal Certification, Questionnaire and Requirements Affidavit Form is a REQUIRED FORM that must be submitted fully completed and executed.**

1. General Proposer Information.

FIRM NAME:		
No of Years in Business:	No of Years in Business Locally:	No. of Employees:
OTHER NAME(S) PROPOSER HAS OPERATED UNDER IN THE LAST 10 YEARS:		
FIRM PRIMARY ADDRESS (HEADQUARTERS):		
CITY:		
STATE:	ZIP CODE:	
TELEPHONE NO.:		
TOLL FREE NO.:		
FAX NO.:		
FIRM LOCAL ADDRESS:		
CITY:		
STATE:	ZIP CODE:	
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT:		
ACCOUNT REP TELEPHONE NO.:		
ACCOUNT REP TOLL FREE NO.:		
ACCOUNT REP EMAIL:		
FEDERAL TAX IDENTIFICATION NO.:		

The City reserves the right to seek additional information from Proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the Proposer to perform in accordance with contract requirements.

1. **Veteran Owned Business.** Is Proposer claiming a veteran owned business status?

☐

YES

☐

NO

SUBMITTAL REQUIREMENT: Proposers claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

2. **Conflict Of Interest.** All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

SUBMITTAL REQUIREMENT: Proposers must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Proposers must also disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates

3. **References & Past Performance.** Proposer shall submit at least three (3) references for whom the Proposer has completed work similar in size and nature as the work referenced in solicitation.

SUBMITTAL REQUIREMENT: For each reference submitted, the following information is required: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

4. **Suspension, Debarment or Contract Cancellation.** Has Proposer ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?

☐

YES

☐

NO

SUBMITTAL REQUIREMENT: If answer to above is "YES," Proposer shall submit a statement detailing the reasons that led to action(s).

5. **Vendor Campaign Contributions.** Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Proposals, in the event of such non-compliance.

SUBMITTAL REQUIREMENT: Submit the names of all individuals or entities (including your sub-consultants) with a controlling financial interest as defined in solicitation. For each individual or entity with a controlling financial interest indicate whether or not each individual or entity has contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.

6. **Code of Business Ethics.** Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Department of Procurement Management with its proposal/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

SUBMITTAL REQUIREMENT: Proposer shall submit firm's Code of Business Ethics. In lieu of submitting Code of Business Ethics, Proposer may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at www.miamibeachfl.gov/procurement/.

7. **Living Wage.** Pursuant to Section 2-408 of the Miami Beach City Code, as same may be amended from time to time, Proposers shall be required to pay all employees who provide services pursuant to this Agreement, the hourly living wage rates listed below:

- Commencing with City fiscal year 2012-13 (October 1, 2012), the hourly living rate will be \$11.28/hr with health benefits, and \$12.92/hr without benefits.

The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).

Proposers' failure to comply with this provision shall be deemed a material breach under this proposal, under which the City may, at its sole option, immediately deem said Proposer as non-responsive, and may further subject Proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. Further information on the Living Wage requirement is available at www.miamibeachfl.gov/procurement/.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees to the living wage requirement.

8. **Equal Benefits for Employees with Spouses and Employees with Domestic Partners.** When awarding competitively solicited contracts valued at over \$100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive proposals, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

- A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?
☐ YES ☐ NO
- B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to domestic partners of employees?
☐ YES ☐ NO
- C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Firm Provides for Employees with Spouses	Firm Provides for Employees with Domestic Partners	Firm does not Provide Benefit
Health			
Sick Leave			
Family Medical Leave			
Bereavement Leave			

If Proposer cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application (attached) with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at www.miamibeachfl.gov/procurement/.

9. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

10. **Acknowledgement of Addendum.** After issuance of solicitation, the City may release one or more addendum to the solicitation which may provide additional information to Proposers or alter solicitation requirements. The City will strive to reach every Proposer having received solicitation through the City's e-procurement system, PublicPurchase.com. However, Proposers are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendums released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addendum may result in proposal disqualification.

Initial to Confirm Receipt		Initial to Confirm Receipt		Initial to Confirm Receipt	
	Addendum 1		Addendum 6		Addendum 11
	Addendum 2		Addendum 7		Addendum 12
	Addendum 3		Addendum 8		Addendum 13
	Addendum 4		Addendum 9		Addendum 14
	Addendum 5		Addendum 10		Addendum 15

If additional confirmation of addendum is required, submit under separate cover.

DISCLOSURE AND DISCLAIMER SECTION

The solicitation referenced herein is being furnished to the recipient by the City of Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to Proposals made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Proposals, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City.

In its sole discretion, the City may withdraw the solicitation either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting Proposals in response to this solicitation.

Following submission of a Bid or Proposal, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the Proposal and the applicant including, without limitation, the applicant's affiliates, officers, directors, shareholders, partners and employees, as requested by the City in its discretion.

The information contained herein is provided solely for the convenience of prospective Proposers. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this solicitation.

Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

The City shall have no obligation or liability with respect to this solicitation, the selection and the award process, or whether any award will be made. Any recipient of this solicitation who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any Proposals submitted to the City pursuant to this solicitation are submitted at the sole risk and responsibility of the party submitting such Proposal.

This solicitation is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The City and all Proposers will be bound only as, if and when a Proposal (or Proposals), as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this solicitation may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City is governed by the Government-in-the-Sunshine Law, and all Proposals and supporting documents shall be subject to disclosure as required by such law. All Proposals shall be submitted in sealed proposal form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses. At that time, all documents received by the City shall become public records.

Proposers are expected to make all disclosures and declarations as requested in this solicitation. By submission of a Proposal, the Proposer acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal, and authorizes the release to the City of any and all information sought in such inquiry or investigation. Each Proposer certifies that the information contained in the Proposal is true, accurate and complete, to the best of its knowledge, information, and belief.

Notwithstanding the foregoing or anything contained in the solicitation, all Proposers agree that in the event of a final unappealable judgment by a court of competent jurisdiction which imposes on the City any liability arising out of this solicitation, or any response thereto, or any action or inaction by the City with respect thereto, such liability shall be limited to \$10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the City.

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the solicitation, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The solicitation and any disputes arising from the solicitation shall be governed by and construed in accordance with the laws of the State of Florida.

PROPOSER CERTIFICATION

I hereby certify that: I, as an authorized agent of the Proposer, am submitting the following information as my firm's proposal; Proposer agrees to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all attachments, exhibits and appendices and the contents of any Addenda released hereto, and the Disclosure and Disclaimer Statement; Proposer agrees to be bound to any and all specifications, terms and conditions contained in the solicitation, and any released Addenda and understand that the following are requirements of this solicitation and failure to comply will result in disqualification of proposal submitted; Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other Proposer or party to any other proposal; Proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal, inclusive of the Proposal Certification, Questionnaire and Requirements Affidavit are true and accurate.

Name of Proposer's Authorized Representative:	Title of Proposer's Authorized Representative:
Signature of Proposer's Authorized Representative:	Date:

State of FLORIDA)
)

County of _____)

of _____, a corporation, and that the instrument was signed in behalf of the said corporation by authority of its board of directors and acknowledged said instrument to be its voluntary act and deed. Before me:

On this ____ day of _____, 20__, personally
appeared before me _____ who

stated that (s)he is the _____

Notary Public for the State of Florida

My Commission Expires: _____

APPENDIX B



MIAMI BEACH

"No Bid" Form

RFP 2015-258-LR

Collection and Disposal of Residential Solid Waste, Yard
Trash and Bulk Waste and the Operation of the City's
Green Waste Facility

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

Note: It is important for those vendors who have received notification of this solicitation but have decided not to respond, to complete and submit the attached "Statement of No Bid." The "Statement of No Bid" provides the City with information on how to improve the solicitation process. Failure to submit a "Statement of No Bid" may result in not being notified of future solicitations by the City.

Statement of No Bid

**WE HAVE ELECTED NOT TO SUBMIT A PROPOSAL AT THIS TIME FOR
REASON(S) CHECKED AND/OR INDICATED BELOW:**

☐ Workload does not allow us to proposal

☐ Insufficient time to respond

☐ Specifications unclear or too restrictive

☐ Unable to meet specifications

☐ Unable to meet service requirements

☐ Unable to meet insurance requirements

☐ Do not offer this product/service

☐ OTHER. (Please specify)

We do ☐ do not ☐ want to be retained on your mailing list for future proposals
of this type product and/or service.

Signature: _____

Title: _____

Legal Company Name: _____

Note: Failure to respond, either by submitting a proposal or this completed form,
may result in your company being removed from our vendors list.

PLEASE RETURN TO:

**City of Miami Beach
Procurement Department
ATTN: Lourdes Rodriguez
RFP #2015-258-LR
1755 Meridian Avenue, 3rd Floor
Miami Beach, FL 33139**

APPENDIX C



MIAMI BEACH

Minimum Requirements & Specifications

RFP 2015-258-LR

Collection and Disposal of Residential Solid Waste, Yard
Trash and Bulk Waste and the Operation of the City's
Green Waste Facility

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

C1. Minimum Eligibility Requirements. The Minimum Eligibility Requirements for this solicitation are listed below. Proposer shall submit, with its proposal, the required submittal(s) documenting compliance with each minimum requirement. Proposers that fail to include the required submittals with its proposal or fail to comply with minimum requirements shall be deemed non-responsive and shall not have its proposal considered.

1. Bidder (defined as the Firm) shall have a minimum of five years' experience providing municipal residential solid waste services to County, or other local governmental organizations or public entities.

Required Submittals: For each of the public sector clients, provide the following: Name of Agency; Agency Contract Representative and Contact Information; Beginning and Ending Dates of Service.

2. Bidder shall have a General Hauler Permit issued by Miami-Dade County at the time of bid submittal.

Required Submittals: Provide a copy of the General Hauler Permit issued by Miami-Dade County.

C2. Statement of Work Required.

The purpose of this RFQ is to establish a contract, by means of sealed proposals, for a qualified provider of solid waste collection services. The Contractor shall collect and dispose of all residential solid waste and yard trash for all single-family homes, multiple dwelling buildings of eight (8) or fewer units under common ownership as identified by the list that will be provided by the City.

The Scope of Services addresses schedules, frequency, equipment, response time, special event, customer service and specific functions of the contractor. The total average residential account being serviced monthly is approximately 6,750 with approximately 1,000 tons of residential solid waste and yard trash and bulk waste being collected per month. The RFQ will form the basis for the selection of vendor(s) and the negotiations of a multi-year contract.

C3. Specifications/Scope of Work.

A. COLLECTION SERVICE OF RESIDENTIAL SOLID WASTE AND YARD TRASH

1. Description of Work: The Contractor shall collect and dispose of all residential solid waste and yard trash from all single-family homes, multiple dwelling buildings of eight (8) or fewer units under common ownership as identified by the list that will be provided by the City. The Contractor shall also remove debris such as fallen branches from the swale areas during regular pick-ups.
2. Frequency of Collection: The Contractor shall collect solid waste from places of residence within the contract collection area at least two (2) times per week, with collections at least three (3) days apart. The Contractor shall collect yard trash at curbside every scheduled

garbage pick-up day of the week.

3. Holiday: The only holiday with no service to residents will be Christmas Day.
4. Hours of Collection: Collection shall begin no earlier than 7:00 A.M. and shall cease no later than 7:00 P.M. In the case of an emergency, collection may be permitted at times not allowed by this paragraph, provided the Contractor has received prior approval from the City Manager, to be later evidenced by a written memorandum confirming the approval. Should the Contractor not confirm and obtain in writing the approval to operate on an emergency basis, it shall be conclusively presumed that the Contractor had not obtained such approval.
5. Point of Pickup of Residential and Multiple Dwelling Garbage: Collections of garbage and rubbish shall be at the house backyard or side yard and at ground level.
6. Receptacle: The Contractor shall be required to pick up all garbage and rubbish from residential units which have been properly prepared and stored for collection as follows:

All garbage, trash, and rubbish shall be placed in a garbage can or in such other plastic disposal bag and shall be placed at curbside or at such other single collection point as may be agreed upon by the Contractor and the customer.

Usual household trash shall either be placed in containers where it shall be collected in the same manner as garbage or at curbside. Non-containerized trash shall be collected providing that it does not exceed four (4) feet in length nor be greater than fifty (50) pounds in weight for any piece or segment of such materials.

7. Method of Collection of Residential Garbage: The Contractor shall make collections with a minimum of noise and disturbance to the householder. Any garbage or trash spilled by the Contractor shall be picked up immediately by the Contractor. Garbage receptacles shall be handled carefully by the Contractor, shall not be bent or otherwise abused, and shall be thoroughly emptied and then left at the proper point of collection. Metal cans can be replaced upright with covers securely and properly in place on the cans or can be inverted with covers placed topside up on the ground next to the container. Plastic cans shall be inverted with covers placed topside up on the ground next to the container. Any type receptacle found in a rack, cart or enclosure of any kind shall be returned upright to such rack, cart or enclosure and lids shall be placed securely and properly on the top of said receptacles. In the event of damage by the Contractor for garbage receptacles, the Contractor shall be responsible for the timely repair or replacement of said receptacles.
8. Preparation of Yard Trash for Collection: The Contractor shall pick up all yard trash generated from residential units which has been properly prepared and stored for collection as follows:

Garden and Yard Trash - Regular placed adjacent to the pavement or traveled way of the street in containers or bundles less than fifty (50) pounds each and with no dimension over four (4) feet each, or limbs/branches not greater than four (4) inches in diameter, shall be

collected twice per week.

The contractor shall clean swale and median areas adjacent to designated collection routes of all accumulated palm fronds and bulky tree debris.

Non-containerized Yard Trash and Yard Trash-Bulk will be collected by the Contractor on a scheduled basis at no additional charge. Such services shall be provided up to four (4) times per year on dates scheduled by the contractor individually with each residential account. In the event of a dispute between a Contractor and a customer as to what constitutes bulky yard trash, the situation will be reviewed and decided by the Contract Administrator whose decision will be final.

9. Residential Solid Waste Collection Equipment: The Contractor shall provide new equipment to commence contract. New equipment is defined as trucks having less than 2,000 miles. Equipment shall be obtained from nationally known and recognized manufacturers of garbage collection and disposal equipment. For residential collections, equipment shall be of the enclosed loader packer type, and all equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times. The Contractor shall have available reserve equipment which can be put into service within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties. A list of the Contractor's equipment shall be given to the City at the time of each annual audit.

Equipment is to be painted uniformly with the name of the Contractor, business telephone number, and the number of the vehicle in letters not less than five (5) inches high on each side of the vehicle. All vehicles shall be numbered and a record kept of the vehicle to which each number is assigned. No advertising shall be permitted on vehicles, except of events sponsored by the City.

10. Yard Trash Collection Equipment: The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor adequately and efficiently to perform its contractual duties. Equipment shall be obtained from nationally known and recognized manufacturers of garbage collection and disposal equipment. Collection vehicles shall be of the enclosed loader packer type or other vehicle designed to allow for efficient collection of yard trash. The equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times. All replacement and additional vehicles shall be new equipment unless otherwise agreed to by the City. The Contractor shall have available reserve equipment which can be put into service within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties. A list of the Contractor's equipment shall be given to the City at the time of each annual audit.

B. SERVICES TO BE PERFORMED BY THE CONTRACTOR - YARD TRASH-BULK, REMODELING AND HOME REPAIRS TRASH, HOUSEHOLD FURNITURE AND WHITE GOODS.

1. Description of Work: The contractor shall collect all yard trash bulk, remodeling and home repairs trash, household furniture, and white goods (collectively, "Bulk Waste") from all single-family homes, multiple dwellings, buildings of eight (8) or fewer units under common ownership.
2. Frequency of Collection: The Contractor shall collect such Bulk Waste only on dates scheduled by Contractor individually with each Residential Account (a Residential Account means either a Residence (Single Family) or Multiple Dwelling Unit). Contractor shall collect, without additional charge to the City under this Agreement, such Bulk Waste a maximum of four (4) times per calendar year for each Residential Account. In the event that any Residential Account requests and Contractor completes four (4) Bulk Waste pick-ups during any calendar year, the charge for any additional bulk waste pick-up will be \$20 per cubic yard at the expense of the residential customer.
3. Holiday: The only holiday with no service to residents will be Christmas Day.
4. Collection Schedule: The contractor shall make available a telephone line to allow residents to schedule Bulk Waste pick-ups. By calling the telephone line, each account would schedule its next bulk pickup appointment with the contractor. All appointments must be made no less than five (5) calendar days prior to the scheduled pick-up. Pick-ups shall be effective by the contractor on the appointment day, and not before or later. Pick-ups will be scheduled as follows; South Beach on Mondays, Mid Beach on Tuesdays and Wednesdays, and North Beach Thursdays and Fridays.
5. Bulk Waste Collection Equipment: The contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor adequately and efficiently to perform its contractual duties. Equipment shall be obtained from nationally known and recognized manufacturers of garbage collection and disposal equipment. Collection vehicles shall be designed to allow for efficient collection of Bulk Waste. The equipment shall be kept in good repair, appearance and in a sanitary and clean condition at all times. All replacement and additional vehicles shall be new equipment unless otherwise agreed by the City. The Contractor shall have available reserve equipment which can be put into service within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties. A list of the Contractor's equipment shall be given to the City at the time of each annual audit.

C. SERVICES TO BE PERFORMED BY THE CONTRACTOR - OPERATION OF THE CITY'S GREEN WASTE FACILITY

1. A City owned Green Waste Facility will be operated by the contractor at 2800 Meridian Avenue. The facility is an open green waste yard with controlled access and containers

placed in strategic locations to facilitate dumping process by residents and landscapers.

2. Description of Work: The Contractor shall be responsible for operating the Green Waste Facility located at 2800 Meridian Avenue, City of Miami Beach (the "Facility").
3. Hours of Operation: The Contractor shall be required to provide all necessary manpower and equipment to receive, control, secure, collect dumping fees, and dispose of all Acceptable Material, as defined in Section 11.12 below, six (6) days per week, Monday through Saturday, from the hours of 7:00 a.m. - 5:00 p.m. The Contractor will post the preceding days/hours of operation in a readily visible place at the entrance of the Facility.

The Facility shall be closed on Thanksgiving, Christmas, New Year's Day, July 4th, and Labor Day. The Contractor will post these closure dates all year, in the same manner as set forth above.

Hours of operation shall not be otherwise extended or shortened without the prior written consent of the City. After receipt of written consent from the City, the Contractor will be responsible for notifying all residents via written notification at least two (2) weeks before the revised hours of operation commence. Nothing herein shall be construed to authorize hours contrary to the hours governing such operations.

4. The facility shall be accessible to residents of the City of Miami Beach, and Landscapers performing work within the limits of the City of Miami Beach.
5. At least one (1) Contractor employee shall be on site at all times to oversee the day to day operation of the Facility. This individual shall charge Landscape Firms and direct traffic to where loads should be dropped.
6. The Contractor must keep records of all inbound and outbound traffic. Specific details will be outlined in the contract. The Contractor shall dispose of all Clean Yard Waste and deliver to Facility.
7. The Contractor shall containerize all materials delivered to the Facility; shall conduct a neat and orderly operation at all times; shall be solely responsible for the necessary housekeeping services to properly maintain the Facility; and shall repair and maintain its equipment in good operational condition. No signs (other than the entrance sign described herein) or advertising shall be placed in the premises unless first approved, in writing, by the City Manager or his authorized representatives. All signage shall comply with the City's established criteria, as set forth in Ordinance No. 89-2665, as may be amended from time to time.
8. The Contractor shall use its best efforts to assure that its operation of the Facility does not reasonably interfere with the existing character of the surrounding residential area.
9. Prior to commencement of the services to be performed pursuant to this Request for Proposals, The Contractor shall obtain any and all necessary identification numbers, permits, licenses and other requirements necessary to operate the Facility, and shall

thereafter perform its obligations hereunder in compliance with any and all applicable Federal, State, and local laws, rules and regulations.

10. Contractor shall not store waste material or equipment at any time at this Facility.

D. IN KIND SERVICES

The contractor will provide and service at no cost to the City, five (5) 20 cubic yard dumpsters every first weekend of the month. Locations to be specified by the City.

E. PROPOSED COST

Price for residential pick-up, bulk waste, yard waste and for the operation of the green waste facility should be reflected in a per unit cost per month.

DRAFT

APPENDIX D



MIAMI BEACH

Special Conditions

RFP 2015-258-LR

Collection and Disposal of Residential Solid Waste, Yard
Trash and Bulk Waste and the Operation of the City's
Green Waste Facility

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

1. **TERM OF CONTRACT.** The contract shall commence upon the date of notice of award and shall be effective for five (5) years.

2. **OPTIONS TO RENEW.** The City, through its City Manager, will have the option to extend for three (3) additional one-year periods subject to availability of funds for succeeding fiscal years.

Continuation of the contract beyond the initial period is a City prerogative; not a right of the bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

3. **PRICES.** All prices quoted in the awardee's bid submittal shall remain firm and fixed, unless amended in writing by the City.

4. **REQUIRED CERTIFICATIONS.** Shall have a valid General Haulers Permit issued by Miami-Dade County at time of proposal submittal.

5. **DAMAGES TO PUBLIC/PRIVATE PROPERTY.** The Contractor shall carry out the Work with such care and methods as not to result in damage to public or private property adjacent to the work. Should any public or private property be damaged or destroyed, the contractor, at his/her expense, shall repair or make restoration as is practical and acceptable to the City and/or owners of destroyed or damaged property promptly within a reasonable length of time. (Not to exceed one month from date damage was done).

APPENDIX E



MIAMI BEACH

Cost Proposal Form

RFP 2015-258-LR

Collection and Disposal of Residential Solid Waste, Yard
Trash and Bulk Waste and the Operation of the City's
Green Waste Facility

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

APPENDIX E PROPOSAL TENDER FORM

Failure to submit Section 5, Proposal Tender Form, in its entirety and fully executed by the deadline established for the receipt of proposals will result in proposal being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the proposal price form below represents the entire cost of the items in full accordance with the requirements of this RFP, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Proposal Tender Form (Appendix E) shall be completed mechanically or, if manually, in ink. **Proposal Tender Forms (Appendix E) completed in pencil shall be deemed non-responsive.** All corrections on the Proposal Tender Form (Appendix E) shall be initialed.

Item	Description	Quantity	U / M	Unit Cost	Months	Total (Quantity X Unit Cost x Months)
1	Collection and Disposal of Residential Solid Waste, Yard Trash and Bulk Waste and Operation of the City's Green Waste Facility.	6750	Each	\$	12	\$
TOTAL						

Bidder's Affirmation	
Company:	
Authorized Representative:	
Address:	
Telephone:	
Email:	
Authorized Representative's Signature:	

APPENDIX F

Insurance Requirements

RFP 2015-258-LR
Collection and Disposal of Residential Solid Waste, Yard
Trash and Bulk Waste and the Operation of the City's
Green Waste Facility

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139



MIAMI BEACH

INSURANCE REQUIREMENTS

This document sets forth the minimum levels of insurance that the contractor is required to maintain throughout the term of the contract and any renewal periods.

- XXX 1. Workers' Compensation and Employer's Liability per the Statutory limits of the state of Florida.
- XXX 2. Comprehensive General Liability (occurrence form), limits of liability \$ 1,000,000.00 per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations and Contractual Liability. **Contractual Liability** and Contractual Indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specifications).
- XXX 3. Automobile Liability - \$1,000,000 each occurrence - owned/non-owned/hired automobiles included.
4. Excess Liability - \$.00 per occurrence to follow the primary coverages.
- XXX 5. The City must be named as and additional insured on the liability policies; and it **must** be stated on the certificate.
6. Other Insurance as indicated:
- | | |
|---|--------------------------|
| <u> </u> Builders Risk completed value | \$ <u> </u> .00 |
| <u> </u> Liquor Liability | \$ <u> </u> .00 |
| <u> </u> Fire Legal Liability | \$ <u> </u> .00 |
| <u> </u> Protection and Indemnity | \$ <u> </u> .00 |
| XX Employee Dishonesty Bond | \$1,000,000.00 |
| XX Theft Covering Money and/or Property of Others | \$ 100,000.00 |
- XXX 7. Thirty (30) days written cancellation notice required.
- XXX 8. Best's guide rating B+:VI or better, latest edition.
- XXX 9. The certificate must state the proposal number and title

The City of Miami Beach is self-insured. Any and all claim payments made from self-insurance are subject to the limits and provisions of Florida Statute 768.28, the Florida Constitution, and any other applicable Statutes.

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 18 OF THE MIAMI BEACH CITY CODE, ENTITLED "BUSINESSES," BY AMENDING ARTICLE VIII, ENTITLED "PARKING LOT," BY AMENDING DIVISION I, ENTITLED "GENERALLY," BY AMENDING SECTION 18-310, ENTITLED, "REQUIREMENTS FOR ISSUANCE OF LICENSE," BY REQUIRING A NOTARIZED LETTER BEFORE ISSUANCE OF VALET PARKING LICENSE; BY DELETING SECTION 18-311, ENTITLED, "EMPLOYERS AND VALET OPERATORS CODE OF CONDUCT," AND CREATING A NEW SECTION 18-311, ENTITLED "OPERATION OF SERVICE," BY REMOVING LANGUAGE THAT ALLOWED THE LEASING OF MUNICIPAL SPACES; BY REMOVING SECTION 18-312, ENTITLED, "OPERATION OF SERVICE;" BY DELETING SECTION 18-313, ENTITLED, "SPECIAL EVENT PERMIT;" BY DELETING SECTION 18-314, ENTITLED, "ENFORCEMENT, FINE SCHEDULE, AND RIGHT OF APPEAL;" BY DELETING SECTION 18-315, ENTITLED, "COMPLIANCE DATE;" BY AMENDING DIVISION 2, ENTITLED, "VALET PARKING PERMITS FOR USE OF PUBLIC PROPERTY," BY AMENDING SECTION 18-336, ENTITLED, "SEPARATE PERMIT REQUIRED," AUTHORIZING CONSOLIDATION OF VALET PARKING RAMPS AND IDENTIFYING THE TYPES OF USES FOR SPACE RENTAL VALET PARKING; BY AMENDING SECTION 18-337, ENTITLED, "REQUIREMENTS," WHICH ESTABLISHES SUBMISSION STANDARDS FOR A VALET PARKING OPERATIONAL PLAN; BY DELETING SECTION 18-339, ENTITLED, "CANCELLATION AND REVOCATION;" AND CREATING A NEW SECTION 18-339, ENTITLED, "PRIVATE STORAGE OF VALET VEHICLES," WHICH REQUIRES THE PARKING DIRECTOR TO CONFIRM SUFFICIENT RENTAL STORAGE CAPACITY; BY CREATING A NEW SECTION 18-340, ENTITLED, "EMPLOYEES AND VALET OPERATORS CODE OF CONDUCT" THAT ESTABLISHES THE CODE OF CONDUCT STANDARDS FOR VALET OPERATORS AND THEIR EMPLOYEES; BY CREATING A NEW SECTION 18-341, ENTITLED, "OPERATION OF SERVICE," WHICH REQUIRES THE IDENTIFICATION OF RENTED SPACES, RAMPING, ON-CALL VALET RAMPS, STORAGE AND VALET PARKING STREET FURNITURE; BY CREATING A NEW SECTION 18-342, ENTITLED, "EXCEPTIONS," THAT PERMITS VALET SERVICE IN RESIDENTIAL ZONED AREAS; BY CREATING A NEW SECTION 18-343, ENTITLED, "PENALTIES AND ENFORCEMENT, FINE SCHEDULE, RIGHT OF APPEAL," AND FURTHER AMENDING DIVISION 3, ENTITLED, "RENTALS," BY AMENDING SECTION 18-361, ENTITLED, "RENTAL AND OPERATION OF MUNICIPAL PARKING SPACES," WHICH MODIFIES THE PERMISSIBLE OPERATIONS OF PUBLIC SPACES FOR RAMPING; AND THE DELETION OF SECTION 18-362, ENTITLED, "RENTAL OF ADDITIONAL PARKING FOR STORAGE OF VEHICLES," PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 95-2987, regulating the operation of valet parking services in the City, was adopted on April 29, 1995; and

WHEREAS, the City has made amendments on May 12, 1999, pursuant to Ordinance No. 99-3182, establishing requirements for the utilization of a moving lane of traffic, and created residential valet parking requirements and an on-call valet program; and

WHEREAS, the City made amendments on July 2, 2003, pursuant to Ordinance No. 2003-3418, establishing requirements for training of valet parking employees, and expanded ramping opportunities under certain circumstances throughout the City; and

WHEREAS, at its regular meeting on March 11, 2015, the Mayor and City Commission discussed Item R9S; the item was referred to the Finance and Citywide Projects Committee (FCWPC) and Neighborhoods and Community Affairs Committee (NCAC); and

WHEREAS, the Administration has provided recommendations that address valet parking activities on public right-of-ways, with an emphasis on reducing traffic congestion, strengthening regulatory and enforcement powers, and promoting a competitive environment in the valet parking industry; and

WHEREAS, the consolidation of multiple valet parking ramps to one (1) valet parking ramp within a street block, consisting of no less than two (2) and no more than four (4) parking spaces, will alleviate traffic congestion and increase parking availability; and

WHEREAS, the City has determined that the consolidation of valet parking ramp is essential to promote the health, safety and welfare of the motoring public; and

WHEREAS, the Finance and Citywide Projects Committee and Neighborhoods and Community Affairs Committee accepted the recommendations of the Administration on May 20, 2015, and May 29, 2015; and

WHEREAS, the Mayor and City Commission held a first reading of the proposed Ordinance amendment on July 8, 2015, and directed that there be further amendments to the proposed ordinance for the second reading.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. Article VIII of Division 1 of Chapter 18 of the Code of the City Miami Beach is hereby amended as follows:

CHAPTER 18

BUSINESSES

* * *

ARTICLE VIII. Parking Lot

* * *

DIVISION 1. Generally

* * *

Sec. 18-306. License required.

Except as provided in this article, any location with parking attendants and/or valet parking shall have a license as a parking lot and shall meet other prescribed criteria listed in this section.

Sec. 18-307. Exemptions.

The following shall be exempt from the parking lot license requirement in section 102-357:

- (1) Garages and other places where motor vehicles are stored for hire within a building and for which a license has been obtained under another provision of this article.
- (2) Off-street parking spaces required under the city's zoning ordinance for multiple-family uses.

Sec. 18-308. Removal of parked vehicles.

It shall be unlawful for any owner, operator or employee of any licensed parking lot to move any parked motor vehicle from the parking lot to any public street, parking area or any other public or private property without the consent of the owner, the owner's agent, or the chief of police, unless specifically authorized to do so by law.

Sec. 18-309. Signs to be posted.

Operators of licensed parking lots shall place and maintain at each vehicle entrance printed signs conspicuously disclosing the price or fee charged for the parking of motor vehicles thereon, and indicating, in two-inch red letters, the city license number issued to the owner or operator.

Sec. 18-310. Requirements for issuance of license.

No license for the operation of a valet parking service shall be issued except upon:

- (1) Submission of proof, in the form of an original certificate of insurance evidencing that the ~~owners/operators~~ owner or operator of the service maintains in full force during the license year the following coverages:
 - a. Garage liability₁ in the minimum amount of \$300,000.00 per occurrence.
 - b. Garagekeepers legal liability₁ in the amount of \$300,000.00₁ with a deductible not to exceed \$1,000.00₁ per loss and maximum limit per vehicle of at least \$50,000.00.
 - c. Renewal certificates must be submitted and approved by the city's risk manager annually.

- (2) A notarized letter of permission from the owner, lessee or operator of the business from which the valet service is operating must be submitted prior to the city's issuance of a valet parking license.

Sec. 18-311. Employees and valet operators code of conduct.

~~The valet parking operators shall require its employees and independent contractors to meet the following requirements:~~

- ~~(1) All employees who operate motor vehicles shall have a valid Florida driver's license in good standing and shall abide by all City of Miami Beach and Miami-Dade County traffic regulations.~~
- ~~(2) All employees shall be in similar uniform.~~
- ~~(3) All employees shall wear on their uniform, a name tag identifying employee's name.~~
- ~~(4) All employees shall perform their duties in a courteous and professional manner.~~

~~Valet operators shall submit to the parking department a list of all employees employed by the valet operator who are engaged in valet services on Miami Beach. Additions and deletions to the valet employee roster shall be reported monthly. The employee report shall be submitted to the attention of the parking director or his/her designee no later than the fifth day of each month. The employee list shall contain the name of the employee and the employee's valid Florida driver's license number. A photocopy of each employee's Florida driver's license shall be submitted for each employee on the roster. Failure to comply with this paragraph shall result in a fine of \$25.00 per day to the valet operator.~~

Sec. 18-3112. Operation of service.

- (a) Identification of rented spaces. Rented spaces shall be so designated by the city's parking department as rented parking areas. The designation shall be by bagged meters and/or clearly marked signs indicating the parking restriction.
- (b) Ramping. Ramping shall only be operated in no less than two (2), and no more than four (4), the spaces provided for ramping. The Parking Director shall have the final authority to determine the number of ramping area spaces. There shall be no storage of vehicles in the area used for ramping. Ramping on public property shall not occur in any other location other than the public on-street/curbside parking spaces provided for ramping. Ramping from a moving lane of traffic is strictly prohibited. The City Manager must approve the assignment or transfer of a ramp area, and the assignment or transfer will be deemed valid approved upon written authorization by the City Manager setting forth the assignment or transfer with any modification or limitations, if any, to the ramping area.
- (c) Storage. The Storage of vehicles shall only be in private spaces, or in leased municipal spaces as provided by the parking department. Other than the leased municipal spaces, there shall be no must not be any storage of vehicles on any municipal public property, metered spaces or parking within residential zones, which is hereby expressly prohibited throughout the City of Miami Beach whatsoever. The Valet operators shall clearly identify the vehicles in their possession during the entire period that the earvehicle is in their possession. Such identification shall be made through a ticket stub affixed to the rear view mirror of the stored vehicle and shall state the name of the valet operator and identification of the ramp from which the vehicle was picked-up. Ramp identification shall be made by stating the block number and street name of the establishment(s) which the ramp is servicing. Unauthorized s Storage of valet vehicles in municipal parking facilities, or at any public on-street/curbside parking spaces or on any other public property is strictly

prohibited, and shall result in the issuance of a valet violation to the valet operator in the amount of \$250.00, per occurrence.

~~Sec. 18-313. Special event permit.~~

~~Valet services operating for a special event may apply for a special event permit from the city's special events coordinator. Special event parking shall be restricted to any event occurring no more than twice per year and lasting no longer than three days in length. The special event permit will allow the valet operator to request from the parking department, additional ramping and/or storage space, if available, as long as it does not reduce the number of parking spaces needed to serve the general public in the area of the request.~~

~~Sec. 18-314. Enforcement, fine schedule, and right of appeal.~~

~~(a) Enforcement. The parking department shall enforce the provisions of this article. The police department and code enforcement department shall also assist the parking department in the enforcement of the valet operators code of conduct, as set forth herein. This shall not preclude other law enforcement agencies or regulatory bodies from any action as necessary to assure compliance with this article and all applicable laws. If a parking enforcement specialist finds a violation of this article, the parking enforcement specialist shall issue a notice of violation to the violator as provided in chapter 30 of this Code, as may be amended from time to time the notice shall inform the violator of the nature of the violation, amount of fine for which the violator may be liable, instructions and due date for paying the fine, notice that the violation may be appealed by requesting an administrative hearing within ten days after service of the notice of violation and that failure to appeal the violation within the ten days, shall constitute an admission of the violation and a waiver of the right to a hearing.~~

~~(b) The following civil fines shall be imposed for each violation:~~

1.	Unauthorized/illegal ramping	\$150.00 per offense
2.	Unauthorized/illegal storage	\$250.00 per offense
3.	Operation without valet permit	\$50.00 per offense/per day
4.	Penalty for lapse in required insurance coverage (from date of lapse)	\$150.00 per offense/per day
5.	No name tag	\$25.00 per offense
6.	No uniform	\$25.00 per offense
7.	No valid Florida driver's license	\$25.00 per offense, and immediate removal of the employee from the valet operation.
8.	Noncompliance with valet employee list	\$25.00 per day

~~(c) Rights of violators; payment of fine; right to appeal; failure to pay civil fine, or to appeal.~~

~~(1) A violator who has been served with a notice of violation shall elect either to:~~

- ~~a. Pay the civil fine in the manner indicated on the notice; or~~
- ~~b. Request an administrative hearing within ten days of receipt of the violation before a special master appointed by the city commission upon recommendation of the city manager, to appeal the decision of the parking department or other department which resulted in the issuance of the notice of violation.~~

- ~~(2) The procedures for appeal by administrative hearing of the notice of violation shall be as set forth in sections 102-384 and 102-385 of this Code, and amendments thereto.~~
- ~~(3) If filing an appeal to the special master, the valet operator must post a bond in the amount of the civil fine with the clerk of the special master. If the valet operator is successful in his appeal, the bond shall be returned to the valet operator. If the valet operator is unsuccessful in his appeal, the clerk of the special master shall turn the bond over to the parking department as payment of the civil fine.~~
- ~~(4) If the named violator after notice fails to pay the civil fine or fails to timely request an administrative hearing before a special master, the special master shall be informed of such failure by report from the parking department. Failure of the named violator to appeal the decision of the parking department within the prescribed time period shall constitute a waiver of the violator's right to administrative hearing before the special master. A waiver of the right to an administrative hearing shall be treated as an admission of the violation and penalties may be assessed accordingly.~~
- ~~(5) Any party aggrieved by the decision of a special master may appeal that decision to a court of competent jurisdiction.~~
- ~~(d) Recovery of unpaid fines.~~
 - ~~(1) The city may institute proceedings in a court of competent jurisdiction to compel payment of civil fines.~~
 - ~~(2) A certified copy of an order imposing a civil fine may be recorded in the public records and thereafter shall constitute a lien upon any other real or personal property owned by the violator and it may be enforced in the same manner as a court judgement by the sheriffs of this state, including levy against the personal property, but shall not be deemed to be a court judgement except for enforcement purposes. After two months from the filing of any such lien which remains unpaid, the city may foreclose or otherwise execute upon the lien.~~
 - ~~(3) As an additional means of enforcement, the city may seek injunctive relief and/or follow procedures to revoke an occupational license as set forth in this Code when there are repeated violations of this article.~~
 - ~~(4) Additionally, the parking department, shall withhold issuance of any new valet permits and leased public on-street/curbside valet parking spaces, and suspend current valet permits until past due violations are paid in full. The parking department reserves the right to bring forward to the special master any party who has waived their right to appeal and has over three outstanding violations.~~
- ~~(e) Valet operator's responsibility for vehicles in their possession. Valet operators shall pay all fines and fees, including towing charges, arising in connection with a patron's vehicle which is in the possession of the valet operator at the time such charge is incurred. This does not preclude the valet operator from also being cited by the parking department for violations of this section which resulted in the imposition of the fines and fee.~~

~~Sec. 18-315. Compliance date.~~

~~All valet operators in the city shall comply with this section by July 11, 1998.~~

~~Secs. 18-316 18-312—18-335. Reserved.~~

* * *

SECTION 2. Article VIII of Division 2 of Chapter 18 of the Code of the City Miami Beach is hereby amended as follows:

CHAPTER 18
BUSINESSES

* * *

ARTICLE VIII. Parking Lot

* * *

DIVISION 2. Valet Parking Permits for Use of Public Property

* * *

Sec. 18-336. Separate permit required.

The city shall issue space rental valet parking permits issued to valet operators who conduct their operations on public property. No valet parking shall occur on public property without the operator securing a space rental valet parking permit from the city's parking department. ~~For the purpose of consolidating~~The consolidation of valet parking ramps to preserve public on-street parking, will be permitted, provided a duly authorized group of businesses (or other responsible entity acceptable to the City), in conjunction along with documented documentation establishing consent or approval support from each of the businesses, a majority of its members, may apply for a space rental valet parking permit.

~~The applicant application~~ for shared valet parking ramps ~~must shall~~ identify all businesses on the application, ~~along with and~~ proof of consent or approval from the duly authorized representative of each business on the application. The applicant requesting a space rental valet parking permit will be responsible for the payment of all fees.

A separate space rental valet parking permit is required for each location where valet parking services are provided. Valet parking permits shall only be issued to valet parking operators who are licensed by the city pursuant to this chapter for the following types of uses:-

1. Hotel;
2. Restaurant;
3. Bar/Nightclub;
4. Office; or
5. Medical/rehabilitative services; or
6. Any combination of Hotel, Restaurant, Bar/Nightclub, Office, or Medical/rehabilitative services.

Sec. 18-337. Requirements.

No valet parking permit shall be issued without the proof of the following:

- (1) Approval from the city's risk manager indicating that the valet parking operation has met the following insurance requirements:
 - a. Commercial general liability or garage liability insurance, in the amount of \$1,000,000.00 per occurrence and per location, covering bodily injury and property damage resulting from the valet operator's activities connected with the handling of vehicles on public property. This policy must name the city as an additional insured;
 - b. Garage keepers legal liability insurance to provide collision and comprehensive coverage for vehicles under control of the valet parking operation with minimum limits of \$300,000.00 per location, with a maximum Self-Insured Retention (SIR) or deductible of \$1,000.00;
 - c. All required insurance policies are to be issued by companies rated B+VI or better per Best's Rating Guide, latest edition and must provide the city with 30 days

- written notice of cancellation. ~~Any deviation from this requirement is subject to the city risk manager's approval;~~
- d. Valet operators must submit a certificate of insurance and a certified copy of their policies to the city's risk manager for determination that the insurance requirements ~~of the ordinance from which~~ for this section derives have been met;
 - e. Each valet operator applying for a permit for use of public property shall execute an agreement approved by the city attorney's office providing for the valet operator to indemnify, hold harmless and defend the city, its officers, agents and employees against, and assume all liability for, any and all claims, suits, actions, damages, liabilities, expenditures, or causes of actions of any kind arising from its use of the public streets or public parking spaces for the purposes authorized in this ~~section~~ article and resulting or accruing from any alleged negligence, act, omission or error of the valet parking operation, its agents or employees, and/or arising from the failure of the valet parking operation, its agents or employees, to comply with each and every requirement of this ~~section~~ article or with any other city or county ordinance or state or federal law or regulation applicable to the valet parking operation resulting in or relating to bodily injury, loss of life or limb or damage to property sustained by any person, firm, corporation or other business entity. The valet operator ~~hereby shall also~~ agrees to hold the city, its officers, agents and employees harmless from and against all judgments, orders, decrees, attorney's fees, costs, expenses and liabilities incurred in and about any such claim, investigation or defense thereof, which may be entered, incurred or assessed as a result of the foregoing. The valet operator shall defend, at its sole cost and expense, any legal action, claim or proceeding instituted by any person against the city, its officers, agents, and employees as a result in any claim, suit or cause of action accruing from activities authorized by this ~~section~~ article, ~~for injuries to body, limb or property as set forth above.~~
- (2) If incorporated, the valet operator shall provide a copy of its articles of incorporation;
 - (3) Notarized written authorization on company letterhead from ~~owners/operators~~ the owner or operator of each the ~~city-licensed~~ commercial establishments for the city block which the valet operator is providing parking services;
 - (4) Valid valet parking ~~occupational license~~ business tax receipt from the city;
 - (5) Identification of the location of private vehicle storage space, and proof, in the form of an executed lease or rental agreement, ~~or notarized letter of authorization~~ from the owner of the property, either of which shall include the number of spaces authorized for use by the valet operator, and term of the lease or agreement, for private storage space sufficient to service the establishment, as determined by the City's Planning Director for which the permit will be issued. The storage space must meet all requirements pursuant to all applicable city ordinances;
 - (6) A valet parking operational plan, which must include:
 - a. Traffic Operations Analysis containing generally accepted engineering standards for trip duration to and from the authorized vehicle storage location; a distance of no more than 2,500 feet from the ramp to the vehicle storage location; (distances great than 2,500 feet shall may be approved by the City Manager); and other requirements, as may be determined by the city's Transportation Director and Parking Director. The Traffic Operations Analysis must shall be conducted by a licensed professional engineer, and submitted to the City's Transportation Director and Parking Director for their review and approval/ or disapproval;
 - b. Staffing levels/ or schedule of valet parking service operational hours for the establishment, including valet runners, supervisors, and managers;

- c. An off-duty police officer may be required, as determined by the city Chief of Police;
- d. A minimum number of parking spaces for vehicle storage, as determined by the Planning Director;
- e. Valet parking street furniture, including signs, stands, and key boxes, must comply with the city's design standards, as determined by the Planning Director;
- f. Whether the proposed valet parking service will cause the removal of access to existing or proposed metered parking, and the percentage of the reasonably proximate metered parking spaces to be removed by the proposed zone;
- g. Whether establishments in the vicinity of the proposed valet parking service can reasonably be expected not to have a detrimental effect on other nearby activities which rely on curbside parking;
- h. Whether the proposed valet parking service will have a beneficial effect on vehicular and pedestrian safety; and
- i. Such other circumstances as the Director may find relevant. Any other documents, reports, studies, materials or information the parking director determines to be appropriate for the issuance of the valet parking permit.

~~Valet parking operators are required to enlist all employees servicing the public (runner, supervisors, and managers) to attend the "VOTE" (Valet Operator Training on Enforcement) Training Program sponsored by the city's parking department. All new valet parking operators' employees must be enlisted for training within 60 days of employment or at the next regularly scheduled training session. The modules provided as part of the training include, but are not limited to, the following subjects:~~

~~Customer service;~~

~~Valet ordinance regulations;~~

~~Enforcement;~~

~~Professionalism/ethics.~~

Sec. 18-338. Term and renewal.

- (a) The term of each permit shall be for one (1) year.
- (b) Renewal shall be on an annual basis and shall only be granted after approval from the city's risk manager and occupational license division.

Sec. 18-339. Cancellation and revocation.

~~The city shall cancel and revoke the permit if the valet operator no longer services the commercial establishment which authorized its operation at that location. This cancellation and revocation may be effective whether the valet operator voluntarily discontinues service to the establishment, the establishment cancels and revokes authorization for the valet operator to service the location, or the parking department cancels and revokes authorization for the valet operator to service the location. Cancellation and revocation of the valet parking permit under this paragraph shall be effective immediately upon service of the notice of cancellation. The~~

~~parking department shall inform in writing the commercial establishment being serviced by the valet operator, of any cancellation and revocation by hand delivery or certified mail, return receipt requested. Service of the notice of cancellation and revocation shall be by hand delivery or certified mail, return receipt requested.~~

Sec. 18-33940. Private storage of valet vehicles.

Valet operators shall only store vehicles on private parking lots, which are properly permitted and zoned as parking lots, and have sufficient vehicle storage capacity, as determined by the planning director. The valet operator shall provide to the parking department a copy of the proper city occupational license business tax receipt or certificate of use issued to the storage parking facility, and with satisfactory documentation from the parking facility owner or operator management company/agent authorizing the valet operator to use those facilities the private parking lot for the purpose of storing valet parked vehicles.

Sec. 18-3404. Employees and valet operators code of conduct.

The valet parking operators shall require its employees and independent contractors to meet the following requirements:

- (1) All employees or contractors who operate motor vehicles shall have a valid Florida driver's license in good standing and shall abide by all city and Miami-Dade County traffic regulations;
- (2) All employees shall be in similar uniform; All employees or contractors receiving or discharging passengers or loading or unloading baggage from a vehicle, making arrangements to remove the vehicle to a designated off-street parking facility, parking a vehicle, or otherwise in control of a vehicle subject to valet parking requirements, may not engage in such activities unless the valet parking employee or contractor is wearing a jacket or shirt clearly marked "VALET" across the back in reflective lettering that shall be highly contrasting with the background/field/screen (i.e. dark-colored reflective lettering on light-colored background or light-colored reflective lettering on dark-colored background); each individual letter of the word "VALET" shall be no smaller than three inches (3") in height. The front of the jacket or shirt worn by the valet parking operator shall include the name of the person, business, establishment, or corporation granted a valet parking permit;
- (3) All employees or contractors shall wear on their uniform, a name-tag identifying the employee's/contractor's name;
- (4) All supervisors shall wear on their uniform, a name-tag identifying them as such;
- (5) All employees or contractors shall perform their duties in a courteous and professional manner; and
- (6) All new employees must attend the "VOTE" (Valet Operators Training on Enforcement) Program provided by the city's parking department within 60 days of hire or at the next regularly scheduled training session;
- (7) Valet operators shall submit to the parking department a list of all employees or contractors employed or retained by the valet operator who are engaged in valet services in the city on Miami Beach. Additions and deletions to the valet employee roster shall be reported monthly. The employee report shall be submitted to the attention of the parking director or his/her designee no later than the fifth day of each month. The employee list shall contain the name of the employee or contractor and the employee's their valid Florida Driver's License numbers. A photocopy of each employee's or contractor's valid Florida Driver's License shall be submitted for each employee or contractor on the roster. ~~Failure to comply with this paragraph shall result in a fine of \$25.00 per day to the valet operator.~~

Sec. 18-3412. Operation of service.

(a) Identification of rented spaces. Rented spaces shall be so designated by the parking department as rented parking areas. The designation of a ramp for passenger loading/unloading shall be by bagged meters and/or clearly marked signs indicating the parking restriction. Each ramp shall be comprised of two (2) parking spaces which may be comprised of either metered or hotel passenger loading zone spaces. In no instance shall there be more than one (1) valet operator per block and no more than four (4) parking spaces (two per block face) be permitted. In such case, new requests for valet parking service shall only be granted through attrition of existing service on the block.

(b) Ramping.

(1) Ramping shall only be operated in the spaces provided for ramping. Double parking or obstruction of a traffic lane is strictly prohibited. The valet operator may use the moving lane of traffic during periods of high demand. High demand periods are defined as periods when the volume of vehicles to be processed exceeds the resources available. Valet operators must demonstrate a good faith effort to provide sufficient resources to meet demand. Storage of vehicle(s) may be allowed in up to 50 percent of the designated ramp area. Note: Use of the ramp area for storage constitutes waiver of subsection 7(b)(1). Ramping on public property shall not occur in any other location than the public on-street/curbside parking spaces provided for ramping, except as defined in subsections 7(b)(1) and (2).

(2) Ramping at least 300 linear feet must separate valet parking ramps;.

(3) Ramping shall not be allowed where on-street public parking does not exist, or where establishing a valet parking ramp will otherwise interfere with traffic lanes or bike lanes;

(4) Ramping shall be allowed only in the curb lane of the street;

(5) Ramping may be allowed where parking meters are installed;

(6) Ramping shall not be allowed in an area in which parking is already restricted for other uses, or where parking is otherwise restricted or regulated;

(7) Ramping shall not reduce the unobstructed space for the passage of pedestrians to less than four feet unless a greater distance is required by the city's public works director.

Valet operators may petition the parking department to utilize a moving lane of traffic for the expeditious loading or unloading of passengers. The expeditious loading or unloading of passengers is defined as taking possession and removal of the vehicle by either the valet operator or vehicle owner/operator within two minutes of stopping and/or standing in the moving lane of traffic. The vehicle must be immediately moved to either the authorized ramping area and/or authorized storage area. A committee of three, comprised of two department heads (parking director and police chief, or designees) and a designee of the city manager shall evaluate, approve, and/or disapprove requests based on one or both of the following criteria:

a. On-street parking is not available within one hundred feet of the front door of the establishment to be serviced;

b. Volume of patrons utilizing valet parking service at an establishment creates a safety hazard for either vehicular and/or pedestrian traffic.

Notes:

1. Requests for the use of a moving lane of traffic will not be accepted or considered within the following boundaries: North – Centerline of 17th Street, South – Centerline of 5th Street, West – Biscayne Bay, East – Atlantic Ocean.

2. Requests for the use of a moving lane of traffic must be resubmitted annually in conjunction with the occupational license renewal for said location(s). All required criteria and approvals contained herein remain in effect. The

committee reserves the right, on 24-hour notice, to revoke and/or suspend said approval.

3. The valet operator must provide the following:

A. Maintenance of traffic plan (must be approved by the director of planning and zoning), and

B. Off duty police. The committee will evaluate and determine the need for off duty police contingent upon the establishment's location, volume of service, and other existing conditions.

(c) On-call (hotel) valet ramps. Valet operators may establish on-call valet ramps for establishments that require valet service intermittently. The following criteria must be adhered:

(1) Valet operator must obtain an occupational license- a business tax receipt in order to provide on-call valet service;

(2) Ramping. An existing passenger loading zone must be used for ramping purposes. The valet operator must provide written consent from the establishment (hotel) for the use of the passenger loading zone for this purpose. All regulations contained herein remain in effect and govern the use of ramp spaces;

(3) The ramp (passenger loading zone) may be identified with signs. At no time shall signs be placed on the roadway, impeding vehicular and/or pedestrian traffic. All signs must be approved by the city manager or his designee. The use of other traffic devices, including cones, and/or any other device is strictly prohibited;

(4) The valet operator must post a current and valid space rental valet parking permit at the hotel's front desk.

(d) Storage. Storage of vehicles shall only be in private spaces, authorized ramp areas, or in leased municipal spaces as provided by the parking department. Other than the leased municipal spaces, there shall be no storage of vehicles on any municipal property whatsoever. Valet operators shall clearly identify the vehicles in their possession during the entire period that the car vehicle is in their possession. Such identification shall be made through a ticket stub affixed to the rear view mirror of the stored vehicle and shall state the name of the valet operator and identification of the ramp from which the vehicle was picked-up. Ramp identification shall be made by stating the name of the establishment which the ramp is servicing. Unauthorized storage of valet vehicles in municipal parking facilities, or at any public on-street/curbside parking spaces is strictly prohibited and shall result in the issuance of a valet violation to the valet operator, in the amount of \$1,000.00/250.00, per vehicle and per occurrence.

(e) Valet Parking Street Furniture. All design standards for all street furniture, including signs, stands and key boxes, must be determined by the planning director. At a minimum, the following shall be applicable:

1. Street furniture shall be constructed of durable material that will withstand the year-round impact of the weather, and must be maintained in good taste and in good condition at all times;

2. Street furniture shall be sufficiently weighted and constructed to withstand strong winds. Not exceed twenty four (24) inches in width and forty eight (48) inches in height (including base, holder, frames, etc.) measured from sidewalk surface;

3. Street furniture shall be placed on the sidewalk no more than on half (1/2) hour before the valet parking service opens and must be removed no later than one half (1/2) hour after the close of valet parking service;

4. Street furniture shall be in front of the approved business without encroaching upon the frontage of another business;

5. Street furniture shall be positioned on the sidewalk and/or tree lawn outside the travel lanes, bike lanes and parking lanes to allow a minimum of four (4) foot clearance for pedestrian traffic;

6. Street furniture shall be freestanding and may not be affixed to any street fixtures including, but not limited to trees, meters, lampposts, grates, bike racks, decorative benches, new boxes, etc., in any manner. Signs shall not be electrified in any way, or have any moving components;
7. Street furniture shall include only the name and logo of the permittee's business, the words "Valet Parking", the rate charged for the service and the hours of operation;
8. Street furniture shall be approved by the planning department following review with appropriate business;
9. Street furniture shall display the following information: name of valet operator, address and 24 hour contact number, valet parking fee schedule and hours of operation.

Sec. 18-3423. Exceptions.

- (a) Valet service—Special event. Valet services operating for a special event may apply for a special event permit from the city's tourism and cultural development director. Special event parking shall be restricted to any event occurring no more than twice per year and lasting no longer than three days in length. The special event permit will allow the valet operator to request from the parking department, additional ramping and/or storage space, if available, as long as it does not reduce the number of parking spaces needed to serve the general public in the area of the request.
- (b) Valet service—Residential. Valet service may be provided for non-commercial uses, including private functions in residentially zoned areas. Valet operators must meet the following criteria:
 - (1) Valet operator must obtain a zero street address occupational license business tax receipt through the occupational licensing division/city finance department;
 - (2) Zero street address license is only permitted for use in areas zoned residentially;
 - (3) Zero street address license may not be simultaneously used in multiple residential locations;
 - (4) Valet operators must complete a temporary valet parking permit form and submit this form to the parking department three days prior to the scheduled event.
 - (5) Note: Temporary valet parking permit requests submitted within less than three (3) working days of a scheduled event will not only be accepted for situations deemed as an emergency. An emergency is defined as a situation or occurrence of a serious nature, developing suddenly and unexpectedly within less than three working days of the event and demanding immediate attention.

The following requirements must be satisfied:

- (1) Ramping. Valet ramping may be provided either on private property at the location to be serviced or on public property. Ramping on public property shall not occur in any other location than the public on-street/curbside parking spaces provided for ramping. Ramping from a moving lane of traffic is strictly prohibited unless authorized by the city. The ramping area shall be determined as stated in subsection 18-361(c) entitled, number of spaces leased for ramping.
- (2) Storage. The Sstorage of valet vehicles must be at in compliance with section 5, entitled, private storage facilities or lots, of valet vehicles and/or section 4, entitled, rental of additional parking for storage of vehicles. Storage of vehicles on public right-of-ways is strictly prohibited, unless authorized by the parking department.
 - a. Storage on public right of way. Valet operators may request the use of public right-of-way for storage under the following conditions:
 1. Private or public storage (parking lot and/or garage) is not available within 2,500 feet of the location to be serviced;

2. All prohibited parking regulations (fire hydrants, crosswalks, etc.) are strictly enforced.

Sec. 18-3434. Penalties and Enforcement; fine schedule; right of appeal.

- (1) Illegal Ramping. Illegal use of public right-of-ways for the purpose of accepting or delivering a vehicle or accepting or delivering a vehicle when a vehicle is stored in the assigned ramp for over 15 minutes.

<u>Violations:</u>	<u>First Offense:</u>	<u>\$150.00 Warning</u>
	<u>Second offense:</u>	<u>\$150.00 500.00</u>
	<u>Third offense:</u>	<u>\$150.00 1,000.00</u>
	<u>Fourth offense:</u>	<u>\$150.00 2,000.00 and ten (10) day suspension of ramping privileges. Notice of suspension to establishment via certified mail or hand-delivery.</u>
	<u>Fifth offense or subsequent offense:</u>	<u>Indefinite Suspension. Mandatory referral to special master</u>

- (1) Illegal storage. Illegal storage of vehicle(s) in public facilities and/or public right-of-ways or in unauthorized private storage location(s) as described in permit (occupational license).

<u>Violations:</u>	<u>First offense:</u>	<u>\$250.00 1,000.00</u>
	<u>Second offense:</u>	<u>\$250.00 2,500.00</u>
	<u>Third offense:</u>	<u>\$500.00 2,500.00 and ten (10) day suspension of ramping privileges. Notice of suspension to establishment via certified mail or hand-delivery.</u>
	<u>Fourth offense:</u>	<u>\$500.00 Indefinite Suspension. Mandatory referral to Special Master.</u>
	<u>Fifth offense or subsequent offenses:</u>	<u>Mandatory referral to Special Master</u>

- (3) Operation without valet permit. \$50.00 \$1,000.00 per offense/per day.
- (4) Penalty for lapse in required insurance coverage (from date of lapse). \$150.00 \$500.00 per offense/per day.
- (5) No name tag. \$25.00 \$100.00 per offense.
- (6) No uniform. \$25.00 \$100.00 per offense.
- (7) No valid Florida driver's license. \$25.00 \$500.00 per offense and immediate removal of the employee from the valet operation.
- (8) Non-compliance with valet employee list. \$25.00 \$100.00 per day.
- (9) Special master review. In addition to the factors set forth in subsection 30-74(e), the special master may consider, inter alia among other things, the following factors when determining the amount of the fine:
- a. Number and type of violations under permit where violation originated (specific location).
 - b. Permitted location utilization (hours/number of days a week location is operational).

- e. Parking and traffic conditions existing at the subject location at the time of the violation.
- (10) Failure to comply with any provision of the approved Valet Parking Operational Plan, including staffing and storage spaces/locations \$1,000 per offense.
- (11) Solicitation for valet parking service on any portion of the right of way, including sidewalks, parking space, or roadway. \$1,000 per offense.
- (12) Valet Parking Street Furniture violations. \$1,000 per offense.

(A) Penalties and enforcement.

(1) A violation of Article VIII, except as specifically set forth herein, shall be subject to the following fines:

- i. If the violation is the first offense, there shall be a civil fine of \$1,000.00;
- ii. If the violation is the second violation within the preceding twelve months, there shall be a civil fine of \$2,000.00;
- iii. If the violation is the third violation within the preceding twelve months, there shall be a civil fine of \$3,000.00;
- iv. If the violation is the fourth or subsequent violation within the preceding twelve months, there shall be a civil fine of \$5,000.00.

(2) A violation of Section 18-340, shall be subject to the following fines:

- i. If the violation is the first offense, there shall be a civil fine of \$100.00;
- ii. If the violation is the second violation within the preceding nine months, there shall be a civil fine of \$250.00;
- iii. If the violation is the third violation within the preceding nine months, there shall be a civil fine of \$500.00;
- iv. If the violation is the fourth or subsequent violation within the preceding nine months, there shall be a civil fine of \$1,000.00.

(3) Enhanced penalties. The following enhanced penalties must be imposed, in addition to any mandatory fines set forth in Section 18-343(A)(1) above, for violations of Article VIII, except as to Section 18-340:

(a) Enhanced Penalties:

- (i) If the offense is a third offense within the preceding 12 month period of time, in addition to the fine set forth in Subsection 18-343(A)(1), the valet operator, valet permit holder, property owner, company or business entity must be prohibited from conducting the valet operation(s) for a period of 10 days.
- (ii) If the offense is a fourth or subsequent offense, in addition to any fine set forth in Subsection 18-343(A)(1), the valet operator, valet permit holder, property owner, company or business entity must be deemed a habitual offender, and the City Manager may revoke the business tax receipt or the certificate of use issued to such valet operator, valet

permit holder, property owner, company or business entity that have been deemed a habitual offender(s) pursuant to this section for a period not to exceed one year.

- (4) Enforcement. The Miami Beach city's Pparking Ddepartment and the Miami Beach pPolice dDepartment shall enforce this section-article. This shall not preclude other law enforcement agencies from any action to assure compliance with this section and all applicable laws. If a parking enforcement officer or a the police officer finds a violation of this Aarticle(c)(1) or (c)(2), the parking enforcement officer or the police officer will be authorized to issue a notice of violation. The notice shall inform the violator of the nature of the violation, amount of fine for which the violator is liable, instructions and due date for paying the fine, that the violation may be appealed by requesting an administrative hearing before a special master within ten (10) days after service of the notice of violation, and that the failure to appeal the violation within ten (10) days of service shall constitute an admission of the violation and a waiver of the right to a hearing.
- (5) Rights of violators; payment of fine; right to appear; failure to pay civil fine or to appeal; appeals from decisions of the special master.
- (a) A violator who has been served with a notice of violation must elect to either:
- (i) pay the civil fine in the manner indicated on the notice of violation;
 - or
 - (ii) request an administrative hearing before a special master to appeal the notice of violation, which must be requested within ten (10) days of the service of the notice of violation.
- (b) The procedures for appeal by administrative hearing of the notice of violation shall be as set forth in sections 30-72 and 30-73 of this Code. Applications for hearings A request for appeal must be accompanied by a fee as approved by a resolution of the city commission; which shall be refunded if the named violator prevails in the appeal.
- (c) If the named violator, after issuance of the notice of violation, fails to pay the civil fine, or fails to timely request an administrative hearing before a special master, the special master may be informed of such failure by report from the police officer. The failure of the named violator to appeal the decision of the police officer within the prescribed time period shall constitute a waiver of the violator's right to an administrative hearing before the special master, and shall be treated as an admission of the violation, for which fines and penalties shall be assessed accordingly.

- (d) A certified copy of an order imposing a fine may be recorded in the public records, and thereafter shall constitute a lien upon any real or personal property owned by the violator, which may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the violator's real or personal property, but shall not be deemed to be a court judgment except for enforcement purposes. On or after the sixty-first (61st) day following the recording of any such lien that remains unpaid, the City may foreclose or otherwise execute upon the lien.
- (e) Any party aggrieved by a decision of a special master may appeal that decision to a court of competent jurisdiction.
- (f) The special master shall be prohibited from hearing the merits of the notice of violation or considering the timeliness of a request for an administrative hearing if the violator has failed to request an administrative hearing within ten (10) days of the service of the notice of violation.
- (g) The special master shall not have discretion to alter the penalties prescribed herein in subsection (3)(a).

Enforcement: The parking department shall enforce the provisions of this division. The police department and code enforcement department shall also assist the parking department in the enforcement of the valet operators code of conduct, as set forth herein. This shall not preclude other law enforcement agencies or regulatory bodies from any action as necessary to assure compliance with this division and all applicable laws. If a parking enforcement specialist finds a violation of this division, the parking enforcement specialist shall issue a notice of violation to the violator as provided in section 30-78, as may be amended from time to time. The notice shall inform the violator of the nature of the violation, amount of fine for which the violator may be liable, instructions and due date for paying the fine, notice that the violation may be appealed by requesting an administrative hearing before the special master within ten days after service of the notice of violation and that failure to appeal the violation within the ten days, shall constitute an admission of the violation and a waiver of the right to a hearing.

(b) Fines. The following civil fines shall be imposed for each violation per location:

- (1) Illegal ramping. Illegal use of public right-of-way for the purpose of accepting or delivering a vehicle or accepting or delivering a vehicle when a vehicle is stored in the assigned ramp for over 15 minutes.

(c) Rights of violators; payment of fine; right to appeal; failure to pay civil fine, or to appeal.

- (1) A violator who has been served with a Notice of Violation shall elect either to:
 - a. Pay the civil fine in the manner indicated on the notice; or
 - b. Request an administrative hearing within ten days of receipt of the violation before a special master appointed by the city commission upon recommendation of the city manager, to appeal the decision of the parking department or other department which resulted in the issuance of the notice of violation.

- ~~(2) The procedures for appeal by administrative hearing of the notice of violation shall be as set forth in sections 30-71 and 30-72 of this Code, and amendments thereto.~~
- ~~(3) If the named violator after notice fails to pay the civil fine or fails to timely request an administrative hearing before a special master, the special master shall be informed of such failure by report from the parking department. Failure of the named violator to appeal the decision of the parking department within the prescribed time period shall constitute a waiver of the violator's right to administrative hearing before the special master. A waiver of the right to an administrative hearing shall be treated as an admission of the violation and penalties may be assessed accordingly.~~
- ~~(4) Any party aggrieved by the decision of a special master may appeal that decision to a court of competent jurisdiction.~~

~~(d) Recovery of unpaid fines.~~

- ~~(1) The city may institute proceedings in a court of competent jurisdiction to compel payment of civil fines.~~
- ~~(2) A certified copy of an order imposing a civil fine may be recorded in the public records and thereafter shall constitute a lien upon any other real or personal property owned by the violator and it may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the personal property, but shall not be deemed to be a court judgment except for enforcement purposes. After two months from the filing of any such lien which remains unpaid, the city may foreclose or otherwise execute upon the lien.~~
- ~~(3) As an additional means of enforcement, the city may seek injunctive relief and/or follow procedures to revoke an occupational license as set forth in this Code when there are repeated violations of this division.~~
- ~~(4) Additionally, t~~

~~8. The parking department, shall withhold issuance of any new valet permits and leased public on-street/curbside valet parking spaces, and suspend current valet permits until past due violations are paid in full. The parking department reserves the right to bring forward to the special master any party who has waived their right to appeal and has over three (3) outstanding violations.~~

~~(e) _____~~

~~9. Valet operator's responsibility for vehicles in their possession. Valet operators shall pay all fines and fees, including towing charges, arising in connection with a patron's vehicle which is in the possession of the valet operator at the time such charge is incurred. This does not preclude the valet operator from also being cited by the parking department for violations of this section/article which resulted in the imposition of the fines and fee.~~

Secs. 18-3445—18-360. Reserved.

SECTION 3. Article VIII of Division 3 of Chapter 18 of the Code of the City Miami Beach is hereby amended as follows:

CHAPTER 18

BUSINESSES

* * *

ARTICLE VIII. Parking Lot

* * *

DIVISION 3. Rentals

* * *

Sec. 18-361. Rental and operation of municipal parking spaces.

- (a) *Rental of public spaces for ramping.* The parking department shall rent to the valet operator public on-street/curbside parking spaces that shall be used for ramping of vehicles or storage of vehicle(s) (storage is defined as the stopping, standing, or parking of vehicle(s) ~~for over 15 minutes~~ two (2) minutes within the designated loading area). ~~In no event shall storage take place in over 50 percent of the allotted ramp space.~~ Ramp space size is determined by length (linear feet). Ramping of vehicles shall consist of allowing customers to enter or exit a vehicle and to turn it over to or retrieve it from valet employees. Ramping shall only be operated in the public on-street/curbside spaces provided by the parking department for ramping ~~or moving lane of traffic as described in subsections 7(b)(1) and (b)(2).~~ A vehicle will be considered stored if it remains in the ramping area for more than two (2) 15 minutes. ~~The operator may choose to store vehicle(s) in no more than 50 percent of the ramp area. Upon exercising said option, the valet operator waives the right to use the "moving lane of traffic" provision as described in subsections 7(b)(1) and (2). Ramping on public property shall not occur in any other location than the on-street/curbside spaces provided for ramping, except as described in subsections 7(b)(1) and 7(b)(2).~~

~~Leased spaces~~ Space rentals shall not be blocked by any type of sign, structure or other type of object. ~~Leased spaces~~ Space rentals shall not be cordoned off by any type of signage, rope or barrier of any kind, except that signage provided by the city indicating the designation of the restricted valet parking area. ~~At its sole discretion and judgment, the parking department shall provide to the valet operator sufficient ramping space in a close proximity to the establishment being serviced, if sufficient spaces are available. If there is not sufficient space available for rental in front of the establishment, the parking department shall lease spaces as close to the establishment as possible. Notwithstanding the above, ramping will not be allowed if the parking department determines, at its sole discretion, that it would be an unsafe activity at that location.~~

- (b) *Rental fees for public on-street/curbside spaces.* The parking department shall post in the offices of the parking department, the fee for use of public on-street/curbside spaces. All valet parking meter space rental fees are codified in Ord. No. 2000-3267. All additions or changes to existing leased public on-street/curbside parking spaces for ramping, shall be paid upon request. All valet space lease requests shall be required in writing to the parking director or his/her designee, 24 hours in advance, and received no later than 3:00 p.m. daily. ~~Exceptions shall be assessed a \$250.00 processing fee and lease cancellations not made within the prescribed period will be assessed a \$20.00~~ \$50.00 processing fee.
- (c) *Number of spaces leased for ramping.* The amount of ramping spaces available to the valet operator shall be determined by the ~~frontage of the establishment being serviced provided that there is sufficient public on-street/curbside spaces available for ramping, as determined in the sole discretion of the parking department~~ director.
- (d) *Subletting.* Leased public on-street/curbside or off-street spaces may not be sublet_ to another valet parking operator.

~~Sec. 18-362. Rental of additional parking for storage of vehicles.~~

~~Storage space required for the operation of a valet service must be provided in private parking lots or authorized municipal facilities. All such facilities must meet all applicable code and ordinance requirements of the city. The parking department may lease additional valet spaces for the storage of vehicles for special events, special programs, residential functions, or at the request of the valet operator, if the proposed valet storage space does not take away from public parking demand in the area. The parking department shall post in the offices of the parking department, the fee for use of storage parking spaces. The fee for use of storage parking spaces shall be based on a 12-hour period at a rate of \$10.00 per space/per day. Fees shall be paid in full, 24 hours in advance of the special event.~~

Secs. 18-3623—18-395. Reserved.

SECTION 4. REPEALER.

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 5. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 6. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this Ordinance shall become and be made part of the Code of the City of Miami Beach, Florida. The sections of this Ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

SECTION 7. EFFECTIVE DATE.

This Ordinance shall take effect on the tenth (10th) day following its adoption.

PASSED AND ADOPTED this _____ day of _____, 2015.

ATTEST:

RAFAEL E. GRANADO, CITY CLERK

PHILIP LEVINE, MAYOR

(Sponsored by Commissioner Michael Grieco)

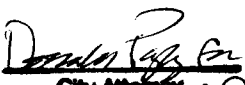
**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

Underline denotes additions

~~Strike through~~ denotes deletions

Double underline denotes additions to the original Ordinance language

Italics denotes amendments between First and Second Reading



City Attorney
AB
8/31/15
Date

Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Approving, In Concept, An Accessible Beach And An Accessible Outdoor Recreation And Playground Facility At Allison Park; And

A Discussion Relating To The Location And Possible Concepts For A New Wellness Center At Allison Park.

Key Intended Outcome Supported:

Build and maintain priority infrastructure with full accountability.

Supporting Data (Surveys, Environmental Scan, etc.): The 2014 Customer Satisfaction Survey indicated that over 77% of residents rated recently completed capital improvement projects as "excellent" or "good".

Item Summary/Recommendation:**Allison Park Redesign Project**

The Sabrina Cohen Foundation (Foundation) approached the City proposing the implementation of an accessible beach program; the City selected Allison Park for the location of such program and initiated a project to redesign the park to provide an accessible beach and an accessible outdoor recreation and playground facility.

On March 12, 2015, the City retained A/E Services from Bruce Howard & Associates, Inc. (Consultant), to develop a conceptual design for the Allison Park Redesign Project (the Project).

On July 27, 2015, the Consultant submitted a conceptual design for the accessible beach and accessible outdoor recreation and playground facility, reflecting the vision of the City and the Foundation.

On August 5, 2015, a meeting was held with the Foundation representatives, Commissioner Joy Malakoff, the City Manager, and representatives from the Departments of Parks and Recreation, Parking, Planning and Zoning, Environmental, City Attorney's Office, Property Management and CIP, to discuss the elements of the conceptual design for redesigning Allison Park to provide an accessible beach and an accessible outdoor recreation and playground facility.

Sabrina Cohen Foundation Wellness Center

At the July 8, 2015 Commission Meeting, the Foundation requested that the City grant a lease for use of City- owned land, in Allison Park, to the Foundation to develop, construct, maintain and manage a Wellness Center, at the Foundation's sole cost and expense.

During the meeting held on August 5, 2015, the Foundation and Staff also discussed possible locations for the Wellness Center at Allison Park. The two possible locations for the Wellness Center are the Southern portion of Allison Park, the center of the Park, or a combination thereof. The Foundation would like to discuss various concepts in connection with the development of a Wellness Center at these two possible sites.

Administration Recommendation: Adopt the Resolution approving the conceptual plan for the accessible beach and an accessible outdoor recreation and playground facility at Allison Park.




Financial Information:

Source of Funds:		Amount	Account
	1		
OBPI	Total		

Financial Impact Summary:**City Clerk's Office Legislative Tracking:**

David Martinez

Sign-Offs:

Department Director	Assistant City Manager	City Manager
DM 	EC 	JLM 

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MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy Morales, City Manager

DATE: September 2, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING, IN CONCEPT, AN ACCESSIBLE BEACH AND AN ACCESSIBLE OUTDOOR RECREATION AND PLAYGROUND FACILITY AT ALLISON PARK; AND**

A DISCUSSION RELATING TO THE LOCATION AND POSSIBLE CONCEPTS FOR A NEW WELLNESS CENTER AT ALLISON PARK.

ADMINISTRATION RECOMMENDATION

The Administration recommends adopting both Resolutions.

BACKGROUND

The Sabrina Cohen Foundation (Foundation) approached the City proposing the implementation of an accessible beach program. The City selected Allison Park (Park) for the location of such program and initiated a project to redesign the Park to provide an accessible beach and an accessible outdoor recreation and playground facility.

Allison Park Redesign Project

On March 12, 2015, the City retained Architectural/Engineering Services from Bruce Howard & Associates, Inc. (Consultant), to develop a conceptual design for the Allison Park Redesign Project (the Project).

On April 23, 2015, a meeting was held to develop the vision scope of the Accessible Beach Program. The Foundation representatives, as well as City representatives from the Parks and Recreation Department, Environmental Division, and the City's ADA Coordinator provided input to the Consultant for the development of a conceptual design.

On July 27, 2015, the Consultant submitted a conceptual design for the accessible beach and accessible outdoor recreation and playground facility, reflecting the vision of the City and the Foundation (See Attachment A).

On August 5, 2015, a meeting was held with the Foundation representatives, Commissioner Joy Malakoff, the City Manager, and representatives from the Departments of Parks and Recreation, Parking, Planning and Zoning, Environmental, City Attorney's Office, Property Management and CIP, to discuss the elements of the conceptual design for redesigning Allison Park to provide an accessible beach and an accessible outdoor recreation and playground facility.

Sabrina Cohen Foundation Wellness Center Discussion

At the July 8, 2015 City Commission Meeting, Sabrina Cohen requested that the City grant, to the Foundation, a lease for use of City-owned land in Allison Park, to develop, construct, maintain, and manage a Wellness Center, at the sole cost and expense of the Foundation.

During the meeting held on August 5, 2015, the Foundation and Staff also discussed possible locations for the Wellness Center at Allison Park, and requested that the Foundation provide conceptual plans for proposed locations and concepts of the Wellness Center. The two possible locations for the Wellness Center are the Southern portion of Allison Park or the center of the Park, or a combination of both sites. The southern portion of the Park is not being utilized and does not contain any structures. The center of the Park currently houses several pre-cast replicas of life-size sea turtles of varying species, with interpretive signage, which turtle exhibits were erected at the end of the year 2006 or beginning of the year 2007, pursuant to a Caribbean Conservation Corporation Sea Turtle Grants Program Grant Agreement, dated August 17, 2006 (the "Grant"). The Grant's objective was to transform Allison Park into an ADA accessible park with an Eco-Walk that would educate residents and tourists about the local coastal ecosystem and sea turtles nesting on Miami Beach. In connection with this project, the City installed turtle-sensitive lights and the sea turtle exhibits. The Grant requires that the exhibits be placed west of the dune and along the Eco-Walk but does not contain any prohibition from relocating them to a different location consistent with the requirements of the Grant. Under a concept where the Wellness Center would be constructed at the Center of the Park, the turtle exhibits could be relocated along a different portion of the Eco-Walk, which would serve the intended purpose of the Grant. The Foundation would like to discuss various concepts in connection with the development of a Wellness Center at these two possible sites.

ANALYSIS

Allison Park Redesign Project

The original conceptual design addresses the expectations of the stakeholders and meets the needs of an ADA Accessible Program, including reconditioning the shower area, providing beach access using an alternative friable wood deck and ramp combined with Mobi-mats, using the north section of the Park for a playground, outdoor exercise equipment and picnic tables, and re-stripping the existing parking lot to provide twelve additional ADA accessible parking spaces.

The estimated probable construction cost of the conceptual design provided by the consultant is \$800,000.

Sabrina Cohen Foundation Wellness Center Discussion

The Conceptual Design for the Wellness Center should complement and balance the landscape of the Park. It was agreed, during the meeting held on August 5, 2015, that both concepts for the Allison Park Redesign and the Wellness Center, would be brought to the City Commission for consideration and possible approval; however, the Wellness Center concept was not ready in advance of the meeting and is being presented to the City Commission for discussion. This would allow CIP to continue with the Allison Park Redesign Project, while the logistics with respect to the

approval of the site location and concepts for the Wellness Center, as well as the terms of the ground lease in connection with the development and construction of the Wellness Center are completed.

CONCLUSION

The Administration recommends that the City Commission adopt the resolution approving the conceptual plan for the accessible beach and an accessible outdoor recreation and playground facility at Allison Park.

Attachment A – City’s Consultant Proposed Conceptual Design

JM/EC/DM

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Condensed Title:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF FIRMS, PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 2015-135-WG FOR PARKING METER COLLECTION SERVICES

Key Intended Outcome Supported:

Build and maintain priority infrastructure with full accountability

Supporting Data (Surveys, Environmental Scan, etc): N/A

Item Summary/Recommendation:

The Administration issued RFP 2015-135-WG to seek the proposals from qualified contractors to provide Parking Meter Collection Services. The RFP was approved for issuance by the City Commission on April 15, 2015. The RFP was released on April 21, 2015. A pre-proposal conference to provide information to the proposers submitting a response was held on April 27, 2015. On July 10, 2015, the City received proposals from: EYSA USA, LLC., LAZ Florida Parking, LLC., Republic Parking System, Inc., and SP Plus Corporation.

On August 5, 2015, the Evaluation Committee appointed by the City Manager convened to consider the proposals received. The Committee was instructed to score and rank the sole proposal received pursuant to the evaluation criteria established in the RFP. The results of the evaluation committee process, which resulted in a tie between Laz Parking Florida and SP Plus Corporation were presented to the City Manager for his recommendation to the City Commission.

The City Manager considered all the submissions and the results of the Evaluation Committee Process, including the apparent tie between Laz Florida Parking and SP Plus Corporation. With Regard to the apparent tie between Laz and SP Plus, the City Manager also considered that, subsequent to the Evaluation Committee process, the proposal received by Republic Parking Systems was deemed to be non-responsive following a further review of responsiveness by the City Attorney and was disqualified for failure to meet the minimum requirements. With Republic disqualified from the process, the Evaluation Committee's scoring results in revised rankings as follows: Laz Florida Parking, as first-ranked proposer; SP Plus, as second-ranked proposer; EYSA USA, as third-ranked proposer.

The City Manager also notes that, in addition to receiving the first place rank as a result of the Evaluation Committee's review of proposals (following the non-responsive determination of the proposal submitted by Republic), Laz Florida Parking did receive more first place ranks from the Evaluation Committee than did SP Plus, as well as having submitting a lower cost proposal.

Therefore, the City Manager recommends that the Mayor and City Commission authorize the Administration to enter into negotiations with Laz Florida Parking, LLC; further authorizing the Mayor and City Clerk to execute an agreement upon successful negotiations by the Administration.

RECOMMENDATION

ADOPT THE RESOLUTION.

Advisory Board Recommendation:**Financial Information:**

Source of Funds:	Amount	Account
1		
2		

Financial Impact Summary: The annual cost associated with the parking meter collection services is subject to the funds availability approved through the City's budgeting process.

City Clerk's Office Legislative Tracking:

Alex Denis, Extension 6641

Sign-Offs:

Department Director	Assistant City Manager	City Manager
SF  AD 	KB  MT 	JLM 

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MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: September 2, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF FIRMS, PURSUANT TO REQUEST FOR PROPOSAL (RFP) NO. 2015-135-WG FOR PARKING METER COLLECTION SERVICES.**

ADMINISTRATION RECOMMENDATION

Adopt the resolution.

KEY INTENDED OUTCOME SUPPORTED

Build and maintain priority infrastructure with full accountability.

FUNDING

The annual cost associated with the parking meter collection services is subject to the funds availability approved through the City's budgeting process.

BACKGROUND

The Administration issued RFP 2015-135-WG to seek proposals from qualified firms interested in partnering with the City for parking meter collection services of single space parking meters and/or multi-space pay stations owned and located within the City of Miami Beach.

RFP PROCESS

The RFP was released on April 21, 2015. A pre-proposal conference to provide information to the proposers submitting a response was held on April 27, 2015. On July 10, 2015, the City received proposals from the following firms:

Eysa USA LLC.
Laz Florida Parking LLC.
Republic Parking System Inc.
SP Plus Corporation.

On July 6, 2015, the City Manager appointed, via letter to Commission (LTC) No. 273-2015, an Evaluation Committee (the Committee), consisting of the following individuals:

- Monica Beltran, Assistant Director, Parking Department, City of Miami Beach
- Georgie Echert, Assistant Director, Finance Department, City of Miami Beach
- Laura Franco-Rubines, Assistant Internal Auditor, Internal Audit Department, City of Miami Beach
- Nawaz Gilani, Neighborhood Leadership Academy, Resident
- Madeleine Romanello, Transportation, Parking & Bicycle-Pedestrian Facilities Committee, Resident

The following Alternates were also appointed:

- Leif Bertrand, Neighborhood Leadership Academy, Resident
- William Hahne, Transportation, Parking & Bicycle-Pedestrian Facilities Committee, Resident
- Jim Sutter, Internal Auditor, Internal Audit Department, City of Miami Beach

On July 30, 2015, the City Manager via Letter to Commission (LTC) No. 306-2015, revised the Evaluation Committee (the "Committee"), as follows:

- Monica Beltran, Assistant Director, Parking Department, City of Miami Beach, was unable to participate as an evaluation committee member and was therefore removed.
- Rocio Alba, Administrative Service Manager, Parking Department, City of Miami Beach, was added.

The Committee convened on August 5, 2015, to consider the proposals received. The Committee was provided an overview of the project, information relative to the City's Cone of Silence Ordinance and the Government in the Sunshine Law. The Committee was also provided general information on the scope of services, references, and a copy of each proposal. The Committee was instructed to score and rank the proposal pursuant to the evaluation criteria established in the RFP.

Evaluation Criteria	Total Points
Proposer Experience and Qualifications, including Financial Capability	30
Scope of Services Proposed	20
Approach and Methodology	20
Public Benefit	20

The RFP also stipulated that additional points would be applied, if applicable pursuant to the City's Veteran's Preference Ordinance. However, none of the proposers were eligible for the veteran's reference.

After proposer's presentations and interviews, the Committee discussed the proposers' qualification, experience, and competence, and further scored the proposers accordingly. The final rankings are as follows:

RFP # 2015-135-WG Parking Meter Collection Services	Rocio Alba		Georgie Echert		Laura Franco-Rubines		Nawaz Gilani		Madeleine Romanello		LOW AGGREGATE TOTALS	Rank
	Score	Ranking	Score	Ranking	Score	Ranking	Score	Ranking	Score	Ranking		
EYSA USA, LLC	64	4	79	4	92	3	93	1	92	2	14	3
LAZ Florida Parking, LLC	88	2	98	1	96	1	88	4	96	1	9	1
Republic Parking System, Inc.	77	3	85	3	75	4	89	3	90	4	17	4
SP Plus Corporation	90	1	93	2	96	1	90	2	91	3	9	1
COST												
Proposer	Total Cost		Maximum Allowable Points		Total Points Awarded*							
EYSA USA, LLC	\$ 227,290.00		10		9							
LAZ Florida Parking, LLC	\$ 259,606.00		10		8							
Republic Parking System, Inc.	\$ 215,500.00		10		10							
SP Plus Corporation	\$ 268,036.00		10		8							

In determining responsiveness and responsibility of the firm, the Department of Procurement Management verified compliance with the minimum requirements established in the RFP, financial capacity as contained in the Dun & Bradstreet Supplier Qualifier Report, and past performance through client references submitted by each proposer.

MANAGER'S DUE DILIGENCE

The City Manager considered all the submissions and the results of the Evaluation Committee Process, including the apparent tie between Laz Florida Parking and SP Plus Corporation. With Regard to the apparent tie between Laz and SP Plus, the City Manager also considered that, subsequent to the Evaluation Committee process, the proposal received by Republic Parking Systems was deemed to be non-responsive following a further review of responsiveness by the City Attorney and was disqualified for failure to meet the minimum requirements. With Republic disqualified from the process, the Evaluation Committee's scoring results in revised rankings as follows, thereby eliminating the previous tie between Laz and SP Plus:

RFP # 2015-135-WG Parking Meter Collection Services												LOW AGGREGATE TOTALS	
	Rocio Alba	Ranking	Georgie Echert	Ranking	Laura Franco-Rubines	Ranking	Nawaz Gilani	Ranking	Madeleine Romanello	Ranking			Rank
EYSA USA, LLC	64	3	79	3	92	3	93	1	92	2		12	3
LAZ Florida Parking, LLC	88	2	98	1	96	1	88	3	96	1		8	1
SP Plus Corporation	90	1	93	2	96	1	90	2	91	3		9	2

The City Manager also notes that, in addition to receiving the first place rank as a result of the Evaluation Committee's review of proposals (following the non-responsive determination of the proposal submitted by Republic), Laz Florida Parking did receive more first place ranks from the Evaluation Committee than did SP Plus, as well as having submitting a lower cost proposal.

The RFP outlined a unit cost for collection of single space parking meters (SSPM) and multi-space pay stations (MSPS). The City dictates the frequency and quantities of SSPM and MSPS to be collected. Specifications for each type of meter collection were included in the RFP, including transporting of funds, revenue responsibilities, and performance standards.

	Single Meter Collections (2400 annual estimate)	Multi-Space Meter Collections (17,000 annual estimate) ¹	Total Cost Based on Current Annual Estimates ¹
Laz Parking Florida	\$1.99	\$14.99	\$262,006
SP Plus	\$1.89	\$15.50	\$270,436

¹While the total cost difference now between the two proposers appears nominal, the City anticipates that the number of Multi-Space Meters, and their respective collections, will continue to grow, as will the number of Single Meters, and their respective collections, continue to decline. This trend will exacerbate the difference in cost between the two bidders.

Therefore, the City Manager recommends that the Mayor and City Commission authorize the Administration to enter into negotiations with Laz Florida Parking, LLC. In making this recommendation, the City Manager has also considered Section 2-369, of the Code of the City of Miami Beach, which states that, in the award of contracts, the following shall be considered:

- (1) The ability, capacity and skill of the bidder to perform the contract.
- (2) Whether the bidder can perform the contract within the time specified, without delay or interference.
- (3) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (4) The quality of performance of previous contracts.
- (5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.

Laz Florida Parking, LLC, manages 14 locations across Miami Dade County and is a wholly owned subsidiary of Laz Karp Associates, LLC, which operates in 26 states and hundreds of cities across the United States. Laz Florida Parking has the capacity to perform the referenced contract.

CONCLUSION

The Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida, approve the resolution accepting the recommendation of the City Manager, pursuant to Request for Proposal (RFP) No. 2015-135-WG, for Parking Meter Collection Services, authorizing the Administration to enter into negotiations with Laz Florida Parking, LLC; and further authorizing the Mayor and City Clerk to execute an agreement with the successful firm upon completion of successful negotiations by the Administration.

JLM / KB/ MT / SCT/ AD

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF FIRMS, PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 2015-135-WG FOR PARKING METER COLLECTION SERVICES, AND AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH THE TOP-RANKED PROPOSER, LAZ FLORIDA PARKING, LLC.; SHOULD THE ADMINISTRATION NOT BE SUCCESSFUL IN NEGOTIATING AN AGREEMENT WITH LAZ FLORIDA PARKING, LLC., AUTHORIZING THE ADMINISTRATION TO ISSUE A NEW RFP; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT UPON CONCLUSION OF SUCCESSFUL NEGOTIATIONS BY THE ADMINISTRATION.

WHEREAS, Request for Proposals No. 2015-135-WG was issued on April 21, 2015 (the RFP); and

WHEREAS, a voluntary pre-proposal meeting was held on April 27, 2015; and

WHEREAS, on July 10, 2015, the City received four (4) proposals from EYSA USA, LLC., LAZ Florida Parking, LLC., Republic Parking System, Inc., and SP Plus Corporation; and

WHEREAS, on August 5, 2015 an Evaluation Committee selected by the City Manager convened to consider all proposals; and

WHEREAS, the Committee was provided an overview of the project, information relative to the City's Cone of Silence Ordinance and the Government Sunshine Law; general information on the scope of services, references, and a copy of the proposal; and

WHEREAS, the Committee was instructed to score and rank the proposals pursuant to the evaluation criteria established in the RFP; and

WHEREAS, the Committee's ranking was as follows: Laz Florida Parking, LLC., top-ranked; SP Plus Corporation, tied as top-ranked; EYSA USA, LLC., third highest ranked; and Republic Parking System, Inc., fourth highest ranked; and

WHEREAS, Republic Parking System, Inc., was deemed non-responsive to the RFP's Minimum Requirements; and

WHEREAS, were two proposers ranked at number one (LAZ Florida Parking, LLC and SP Plus Corporation); and

WHEREAS, after reviewing all the submissions and the Evaluation Committee's rankings of the proposals, the City Manager noted that, in addition to having received a greater number of first place votes from the Evaluation Committee, the overall cost proposal submitted by LAZ Florida Parking, LLC., represents a greater cost savings to the City; and

WHEREAS, based on the Evaluation Committee ranking, and the cost savings, the City Manager recommends the Mayor and the City Commission authorize the Administration to enter into negotiations with Laz Florida Parking, LLC.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby accept the recommendation of the City Manager pertaining to the ranking of proposals, pursuant to Request for Proposals No. 2015-135-WG (the RFP), for Parking Meter Collection Services; authorize the Administration to enter into negotiations with LAZ Florida Parking, LLC; should the Administration not be successful in negotiating an agreement with Laz Florida Parking, LLC., authorize the Administration to issue a new RFP; and further authorize the Mayor and City Clerk to execute an agreement upon conclusion of successful negotiations by the Administration.

PASSED AND ADOPTED this _____ day of _____ 2015.

ATTEST:

Rafael E. Granado, City Clerk

Philip Levine, Mayor

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APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

Rafael E. Granado
City Attorney

8/26-15
Date

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Lincoln Road Euclid EXHIBIT "F"

Fri 8/28/15

ID	Task Mode	Task Name	Predecessors	Start	Finish	Duration
1	Pre Construction	Pre Construction		Mon 3/30/15	Fri 9/18/15	125 days
2	GC Pricing to Subcontractors	GC Pricing to Subcontractors		Mon 3/30/15	Fri 4/24/15	20 days
3	Subcontractor Evaluation and Selection	Subcontractor Evaluation and Selection		Mon 4/27/15	Fri 5/8/15	10 days
4	Final Pricing Submission and Review by Owner	Final Pricing Submission and Review by Owner		Tue 6/9/15	Thu 6/11/15	3 days
5	Award Construction Contract to GC	Award Construction Contract to GC		Wed 9/16/15	Wed 9/16/15	1 day
6	GC Procurement of Subcontracts	GC Procurement of Subcontracts		Thu 9/17/15	Fri 9/18/15	2 days
7	GC Coordinate with City for Sub Permits & MOT	GC Coordinate with City for Sub Permits & MOT		Thu 9/17/15	Fri 9/18/15	2 days
8	Construction	Construction		Mon 9/21/15	Fri 3/4/16	120 days
9	Mobilize	Mobilize		Mon 9/21/15	Tue 9/22/15	2 days
10	Polution Prevention Requirements	Polution Prevention Requirements		Wed 9/23/15	Fri 9/25/15	3 days
11	Demolition	Demolition		Mon 9/28/15	Fri 10/16/15	15 days
12	Underground Utilities	Underground Utilities		Mon 10/19/15	Fri 11/27/15	30 days
13	Prep for New Surfaces	Prep for New Surfaces		Mon 11/30/15	Fri 12/11/15	10 days
14	Pour Back New Pavement	Pour Back New Pavement		Mon 12/14/15	Fri 1/8/16	20 days
15	Landscape Prep	Landscape Prep		Mon 1/11/16	Fri 1/22/16	10 days
16	Landscape	Landscape		Mon 1/25/16	Fri 2/5/16	10 days
17	Site Lighting Trim Out	Site Lighting Trim Out		Mon 2/8/16	Fri 2/12/16	5 days
18	Clean Up and Patch Existing Conditions	Clean Up and Patch Existing Conditions		Mon 2/15/16	Fri 2/26/16	10 days
19	Demobilize Construction	Demobilize Construction		Mon 2/29/16	Fri 3/4/16	5 days

ect: Lincoln Rd Preliminary
e: Fri 8/28/15

Task Summary
Project Summary
Inactive Task
Manual Summary

Task Split Milestone Summary

Start-only Finish-only External Tasks External Milestone

Deadline Critical Critical Split Baseline

Baseline Milestone Baseline Summary Progress Manual Progress

Slippage

Page 1

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND ACCEPTING THE RECOMMENDATION OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE, AND APPROVING THE AMENDED AND RESTATED BOOKING POLICY GUIDELINES FOR THE MIAMI BEACH CONVENTION CENTER; AND FURTHER REPEALING ALL PRIOR BOOKING POLICIES FOR THE MIAMI BEACH CONVENTION CENTER APPROVED BY THE CITY COMMISSION AND AS SET FORTH IN RESOLUTION NOS. 98-22759, 99-23168, 99-23240, AND 2001-24394 IN THEIR ENTIRETY.

WHEREAS, the City of Miami Beach approved the Booking Policy for the Miami Beach Convention Center (the Booking Policy) on June 7, 1989 and was subsequently revised on October 4, 1989; June 3, 1998 (Resolution No. 98-22759); May 12, 1999 (Resolution No. 99-23168); July 7, 1999 (Resolution No. 99-23240); and April 16, 2001 (Resolution No. 2001-24394); and

WHEREAS, commencement of construction on the Miami Beach Convention Center Renovation and Expansion Project (the Project) is anticipated to occur immediately following Art Basel in Miami Beach 2015, and the Project is expected to be completed in 2018; and

WHEREAS, group business generally books their events more than 24 months (2 years) into the future and the City needs to decide, in the very near future, what, if any, changes to the Booking Policy should be considered in order to set booking goals for the Greater Miami Convention and Visitors Bureau (GMCVB) and the City's manager for the Miami Beach Convention Center; and

WHEREAS, the current Booking Policy includes First Priority designation for long standing shows, defined as one which has a minimum of 20 consecutive year's usage in Convention Center under the same ownership (Grandfathered First Priority); this is a rather unique aspect of the Booking Policy and not something found in other destination's booking policies; and

WHEREAS, the Convention Center is below the national average as it pertains to the total number of annual conventions held in the Center; and

WHEREAS, at its regular meeting on January 6, 2015, the Convention Center Advisory Board (CCAB) unanimously passed a motion recommending elimination of the Grandfather First Priority designation, and also recommended the City allow First Priority events to book at least 18 months prior to the show (instead of the current policy of 24 months); and

WHEREAS, the Administration believes that peak room nights should be the overarching requirement used to determine whether an event receives First Priority designation; and

WHEREAS, the Amended and Restated Booking Policy Guidelines, attached and incorporated as Exhibit "A" to this Resolution include the following:

1. clarifies room night requirements for First Priority designation;
2. includes a Second and Third Priority booking category, with corresponding room

- night requirements;
3. includes the addition of a "Marquee Events" category which; upon the written recommendation of the City Manager **and** a 5/7ths vote of the City Commission, grants First Priority status to unique, high profile events that the City determines will bring significant benefit to the City and/or Miami-Dade County in terms of overall economic impact;
 4. requires an executed License Agreement with the Convention Center to be considered a confirmed booking;
 5. reduces move-in and move-out days required for an event; and
 6. allows for the rooms night verification to be used as a method of confirming peak room nights generated as a result of the event; and

WHEREAS, the Finance and Citywide Projects Committee discussed the Booking Policy at several meetings and ultimately recommended approval of the revisions to the (existing) Booking Policy at its April 8, 2015 meeting; and

WHEREAS, City staff and the City Attorney's Office have reviewed the proposed Amended and Restated Booking Policy Guidelines (attached as Exhibit "A" hereto) which shall supersede all previously approved and amended Booking Policies.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve and accept the recommendation of the Finance and Citywide Projects Committee, approve the Amended and Restated Booking Policy Guidelines for the Miami Beach Convention Center (attached as Exhibit "A" hereto); and further repeal all prior booking policies for the Miami Beach Convention Center approved by the City Commission and as set forth in Resolution Nos. 98-22759, 99-23168, 99-23240, and 2001-24394 in their entirety.

PASSED and ADOPTED this ____ day of September, 2015.

ATTEST:

Philip Levine, Mayor

Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

Dale G. Smith 8-31-15
City Attorney Date

**MIAMI BEACH CONVENTION CENTER
AMENDED AND RESTATED
BOOKING POLICY GUIDELINES**

I. STATEMENT OF PURPOSE:

The Miami Beach Convention Center (the "MBCC" or the "Center") is a national and international convention, tradeshow, and multi-purpose facility owned by the City of Miami Beach. One of the MBCC's primary objectives is to promote and facilitate events and activities which have a significant impact in terms of Convention Development Tax ("CDT") generated.

When booking the MBCC, consideration shall be given to the following factors:

- i. significant impact in terms of CDT generated;
- ii. total number of hotel rooms required;
- iii. projected revenue to the MBCC, both in terms of direct space rental revenue, as well as projected revenue from concessions and other building services;
- iv. time of year;
- v. number of move-in and move-out dates required for the event;
- vi. potential for repeat booking; and
- vii. previous history and experience of the potential user with respect to use of similar facilities.

II. SCHEDULING PRIORITIES:

A. First Priority Events: Generally speaking, first priority for scheduling events in the MBCC is available to regional, national, and international conventions, trade shows (open to the trade only), cultural shows, corporate meetings, and other events which have a significant impact in terms of CDT generated. In order to be considered for a First Priority designation, an event shall:

- i. require in excess of 115,000 gross square feet of exhibit space in the MBCC;
 - ii. require a minimum of three (3) nights in Miami-Dade County, with 1,500 hotel rooms occupied on the peak night;
- AND**
- iii. generate over 4,000 room nights in Miami-Dade County in total.

CDT impact and room count calculations are based on contracted hotel room nights, as demonstrated by room block agreements with hotels in Miami-Dade County. CDT impact and room count calculations are subject to verification by the City.

In order to be considered for First Priority designation, an event shall demonstrate the hotel room count history during presentation of the identical event either (1) in Miami-Dade

EXHIBIT "A"

County; or (2) in the case of events which move from city to city on a rotational basis or are relocating from another location, the hotel room count history of the identical event shall be verified by the Greater Miami Convention and Visitors Bureau ("GMCVB") using generally accepted industry standards, (i.e., DMAI MINT system or written verification from a prior location CVB).

Alternatively, for an event that is booked in the future First Priority designation may also be determined based on CDT generated by looking at the prior history of the event; subject to (1) verification by the City; and (2) at user's expense, a qualified independent auditor licensed to perform audits within the State of Florida.

Within the First Priority category, the City will give preference to the event with the most significant impact in terms of Convention Development Tax generated.

- B. **Marquee Events** – Notwithstanding the above, the City Commission may also, upon the written recommendation of the City Manager and a 5/7ths vote of the City Commission, grant First Priority status to unique, high profile events that the City determines will bring significant benefit to the City and/or Miami-Dade County in terms of overall economic impact. An Event is defined as regional, national, and international conventions, trade shows (open to the trade only), cultural shows, corporate meetings, and other events which have a significant impact in terms of CDT generated.
- C. **Second Priority Events:** Second Priority Events will have similar characteristics as First Priority events. The room block requirement will be for a minimum of two (2) nights in Miami-Dade County, with one (1) peak night ranging from 500 to 1,499 rooms occupied on the peak night. A Second Priority event will utilize 1,500 to 3,999 room nights in total.
- D. **Third Priority Events:** Third Priority for scheduling facilities and dates in the MBCC is available to all other events. Third Priority Events do not have a peak room night requirement. MBCC revenue and community impact will be important characteristics in securing Third Priority Events.
- E. Subject to the scheduling priorities set forth in this Section II, the MBCC General Manager (General Manager) may exercise his/her discretion as to the issuance, modification, or termination of scheduling reservations.

III. BOOKING PROCEDURES

- A. Reservations more than twenty-four (24) months before an event are normally handled through the GMCVB, subject to approval of the General Manager, and are subject to the guidelines of Section II herein.
- B. Facility and space scheduling commitments for First Priority Events may be made as far in advance as is necessary or appropriate and may supersede requests for other events, unless

a License Agreement has been previously executed between the MBCC and the user for such other event. License Agreements for First Priority Events may be entered into as far in advance as necessary or appropriate, at the discretion of the General Manager. A License Agreement will be presented to the user by the General Manager no later than 60 days from the date the event commits to the MBCC. Provided that the event is committed at least 24 months in advance of the first move-in date, the user will be allowed 90 days from the receipt of the License Agreement from the General Manager to execute and return it to the General Manager, along with the required deposit. In the event the License Agreement is not executed, or the deposit is not received, within 90 days, the event will lose its First Priority status and another event can secure the requested dates and space. For events that commit to the MBCC fewer than 24 months in advance of the first move-in date, the General Manager will determine an appropriate period of time for executing the License Agreement and payment of the required deposit.

- C. Facility and space scheduling commitments for Second Priority Events cannot be secured more than 24 months in advance of the first move-in date, and are subject to change to accommodate First Priority Events, prior to a License Agreement being executed by the General Manager and user for such event. License Agreements for Second Priority Events may be issued to the user by the General Manager twenty-four (24) months prior to the first move-in date of the event.
- D. Facility and space scheduling commitments for Third Priority Events cannot be secured more than 13 months in advance of the first move-in date. License Agreements will not be finalized prior to 13 months in advance.
- E. Facilities and dates will be tentatively held pending notification to the contrary by either party. In the event a tentative commitment is released by the MBCC, the requesting party will be notified the facilities and/or dates have been released.
 - i. First Option - Facilities and dates reserved on First Option are reserved tentatively, but a conflicting commitment for the facilities and dates generally will not be made in favor of a second requesting party within the same scheduling priority without the party holding a First Option having the opportunity to execute a License Agreement within the timeline specified or release its reservation. A First Option held by a Second or Third Priority Event can always be superseded by, respectively, a First or Second Priority Event, unless a License Agreement has been previously executed. At the discretion of the General Manager, a party with a First Priority Event holding a First Option may be required, within seven (7) days of written notice, to execute a License Agreement and post a deposit at any time that the General Manager has a good faith request in writing from another First Priority Event for the same dates.
 - ii. Second Option - Facilities and dates reserved on a Second Option basis will be reserved tentatively, and the absence of a valid First Option hold for the same

space and time shall not guarantee the elevation of a Second Option hold to a First Option hold.

- iii. **Definite Booking** - Events are considered a Definite Booking (under contractual commitment) only upon execution of a License Agreement by the user and the General Manager, and which is accompanied by the required initial deposit.

F. **Definite 1 Status** - In the case of extraordinarily large, City-wide conventions, an event may qualify for Definite 1 Status. Definite 1 Status commits the agreed upon space until five (5) years from the date of the first move-in date, contingent on no other interest in the space. If another user expresses an interest in the space and a commitment to sign an License Agreement, the user with Definite 1 Status will have first right to confirm the space within 60 days of being notified of the other interest. Upon return of the executed License Agreement accompanied by the agreed upon additional non-refundable deposits, the space will be held without any other contingency as a Definite Booking (as defined above). For an event to qualify for Definite 1 Status, it must satisfy all of the following criteria:

- i. use of all four (4) Exhibition Halls at the MBCC; and
- ii. utilize a minimum of 3,500 hotel rooms in Miami-Dade County on the peak night; and
- iii. the first move-in date is more than five (5) years in the future; and
- iv. the user is unable to execute a formal License Agreement more than five (5) years in advance of the event; and
- v. a Letter of Intent, in the standard form used by the GMCVB and subject to prior written approval by the City Manager, is executed by and among the user, the GMCVB, the General Manager and, if the event will take place outside the term of the MBCC Management Agreement, the City Manager, and shall, at minimum:
 - be accompanied by an initial, non-refundable deposit, payable to the MBCC, of not less than \$1,000; and
 - establish a schedule of additional annual, non-refundable deposits, payable to the MBCC, of not less than \$1,000 per year; and
 - provide evidence of a room block(s) including specific documentation from the headquarter hotel and supporting hotels totaling no fewer than 8,000 committed room nights; and
 - commit user to executing a License Agreement no later than five (5) years prior to the first move-in day of the event.

IV. PROTECTION CLAUSE: REPEAT BUSINESS

A Protection Clause shall, upon the recommendation of the General Manager, and subject to the approval of the City Manager, be granted to recurring events with a proven record of success, defined as the successful completion of, at minimum, two (2) consecutive shows in two (2) years, which have produced significant revenue to the MBCC or significant impact in terms of Convention Development Tax generated. First Priority users will be required to furnish the required room nights and economic impact results within 90 days of the event's final event day. If the room nights fall below the agreed upon First Priority threshold, the user may lose First Priority status. If granted, such Protection Clause will be included in the License Agreement and, thereafter re-reviewed (at minimum) every three (3) years by the General Manager, and subject to the approval of the City Manager, in future License Agreements. Notwithstanding the foregoing, the granting of a Protection Clause in a License Agreement shall not vest any right(s) or reliance on the part of the Licensee as to the granting of said clause in subsequent or future License Agreements, but shall at all times be subject to the review and approval procedures set forth above.

The Protection Period shall not exceed a total of sixty (60) days, plus the show days. The number of days prior to and after the event shall be the subject of agreement between the Licensee and the General Manager, but a minimum of fifteen (15) days shall be required on each side of the event.

If a Protection Clause is granted, it will read as follows:

PROTECTION CLAUSE:

Licensor agrees that it will not license any portion of the Convention Center facility to any Competing Event for the period commencing 30 days before Licensee's first show day, and concluding 30 days after Licensee's last show day (the "Protection Period"). A "Competing Event" is hereby defined as an event which has thirty percent (30%) or more of the total number of exhibitors/booths in the same event showing/selling product lines in the Licensee's event; provided, however, that a show that is open to the public shall never be deemed a Competing Event with a show open only to the trade, and vice versa. The determination of whether or not an event is a "Competing Event" shall be solely within the discretion of the General Manager, and shall be based upon the product lines in the proposed event's prior shows.

V. DEPOSIT SCHEDULES:

Deposits are required for all activities upon execution of an MBCC License Agreement.

- A. **First Priority Events:** A non-refundable deposit, in the amount of one day's minimum guaranteed rental per hall, or such other deposit as the General Manager may authorize, is required upon execution of the License Agreement. For events licensed five (5) years or

more in advance, special arrangements may be negotiated, at the General Manager's option, for a lesser deposit upon License Agreement execution and a defined schedule for intermediate deposit payments, with the balance of all estimated charges being due and payable thirty (30) days in advance of the event.

- B. **Second Priority Events:** A minimum, non-refundable deposit will be required upon execution of the License Agreement as follows: one day's minimum guaranteed rental for the first hall, and an additional 33-1/3% of one day's minimum guaranteed rental for each additional hall. However, first-time events without a past history of success, and users with inadequate references, or prior event sponsorships, a record of slow payment, etc., may be required, at the General Manager's option, to remit up to one hundred percent (100%) of anticipated rental and related expenses upon execution of License Agreement, with the balance of all estimated charges being due and payable thirty (30) days in advance of the event.
- C. **Third Priority Events:** A minimum non-refundable deposit of 100% of one day's minimum guaranteed rent for all MBCC secured space will be required, , with the balance of all estimated charges being due and payable thirty (30) days in advance of the event.

VI. MOVE IN/MOVE OUT GUIDELINES:

MBCC will offer one (1) complimentary move-in or move-out day for every show day (open to attendees or public). MBCC will charge the standard rental rates with any additional service charges for days needed beyond the stated allocation. MBCC may ask for paid move-in and/or move-out days to be released based on other group needs for that timeframe.

REV. 120789, 060890, 070892, 060398, 051299, 070799, 051601

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ESTABLISHING ART BASEL IN MIAMI BEACH AS A MARQUEE EVENT PURSUANT TO THE MIAMI BEACH CONVENTION CENTER AMENDED AND RESTATED BOOKING POLICY GUIDELINES.

WHEREAS, on September 2, 2015, the City of Miami Beach adopted Resolution No. 2015-_____, approving the Amended and Restated Miami Beach Convention Center Booking Policy Guidelines ("Booking Policy Guidelines");

WHEREAS, the Booking Policy Guidelines state that upon the written recommendation of the City Manager **and** a 5/7ths vote of the City Commission, Marquee Events may be established by the City Commission, granting First Priority status to unique, high profile events that the City determines will bring significant benefit to the City and/or Miami-Dade County in terms of overall economic impact; and

WHEREAS, Art Basel in Miami Beach ("ABMB") was established in 2000 as the sister event of Switzerland's Art Basel, the world's most prestigious art fair for the past 42 years; and

WHEREAS, ABMB has become the preeminent contemporary art fair in the western hemisphere and an established destination for artists, galleries, collectors, museum groups, and other individuals interested in top quality art; and

WHEREAS, economists have estimated \$400 million to \$500 million annually in related economic impact as a result of ABMB; and

WHEREAS, ABMB contracted with an independent accountant to verify room night consumption during the 2014 ABMB event, to determine how many rooms were booked at Miami Beach Hotels independently and through the ABMB travel agent; and

WHEREAS, the independent accountant verified that ABMB generated 3,338 rooms on the peak night of the show; and

WHEREAS, the City Manager recommends the City Commission designate ABMB as a Marquee Event and grant First Priority status to ABMB.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby establish Art Basel in Miami Beach as a Marquee Event pursuant to the Miami Beach Convention Center Amended and Restated Booking Policy Guidelines.


PASSED and ADOPTED this 2nd day of September, 2015.

ATTEST:

MAYOR

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

CITY CLERK



City Attorney RAP

8-26-15

Date

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